

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA ex rel.  
DON HANKS; STATE OF CALIFORNIA  
ex rel. DON HANKS; STATE OF  
ILLINOIS ex rel. DON HANKS; STATE  
OF INDIANA ex rel. DON HANKS;  
STATE OF LOUISIANA ex rel. DON  
HANKS; COMMONWEALTH OF  
MASSACHUSETTS ex rel. DON HANKS;  
STATE OF MICHIGAN ex rel.  
DON HANKS; STATE OF NEW JERSEY  
ex rel. DON HANKS; STATE OF NEW  
YORK ex rel. DON HANKS; STATE OF  
OKLAHOMA ex rel. DON HANKS;  
STATE OF TEXAS ex rel. DON HANKS;  
COMMONWEALTH OF VIRGINIA ex  
rel. DON HANKS,

Plaintiffs,

v.

U.S. ONCOLOGY SPECIALITY, LLP;

Defendant;

UNITED STATES OF AMERICA ex rel.  
DON HANKS, and STATE OF FLORIDA  
ex rel. DON HANKS,

Plaintiffs,

v.

ONCOLOGY ASSOCIATES;  
INTEGRATED COMMUNITY  
ONCOLOGY NETWORK, LLC;  
HEMATOLOGY AND ONCOLOGY  
ASSOCIATES OF THE TREASURE  
COAST; MID FLORIDA HEMATOLOGY  
AND ONCOLOGY CENTERS, P.A.; PASO  
HERNANDO ONCOLOGY ASSOCIATES,  
P.A.; REGIONAL CONSULTANTS IN

**SEVENTH AMENDED COMPLAINT**

Case No. CV-08-3096-SJ (RML)

HEMATOLOGY AND ONCOLOGY;  
COASTAL ONCOLOGY, PL; STUART  
ONCOLOGY ASSOCIATES, P.A.; AYUB,  
SOKOI, MATZKOWITZ AND  
SENNABAUM D/B/A/ NEW HOPE  
CANCER CENTER; DAVID DRESDNER,  
M.D.,

Defendants;

UNITED STATES OF AMERICA ex rel.  
DON HANKS, and STATE OF GEORGIA  
ex rel. DON HANKS,

Plaintiffs,

v.

GEORGIA CANCER SPECIALISTS  
ADMINISTRATIVE ANNEX;  
NORTHWEST GEORGIA ONCOLOGY  
CENTERS; AUGUSTA ONCOLOGY  
ASSOCIATES; CENTRAL GEORGIA  
CANCER CARE; SOUTHEAST GEORGIA  
HEMATOLOGY/ONCOLOGY  
ASSOCIATES, P.C.;

Defendants;

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## **I. INTRODUCTION.**

1. This is a civil action is brought by Don Hanks (the “Relator”) on behalf of himself, the United States of America, and the State of California, the State of Florida, the State of Georgia, the State of Illinois, the State of Indiana, the State of Louisiana, the Commonwealth of Massachusetts, the State of Michigan, the State of New Jersey, the State of New York, the State of Oklahoma, the State of Texas, and the Commonwealth of Virginia for treble damages and civil penalties arising from Defendants’ false statements and fraudulent claims, in violation of the Federal Civil False Claims Act, 31 U.S.C. §§ 3729, *et seq.* (“FCA”). This action is also brought pursuant to the various statutes of the several state Plaintiffs named above, as further identified in this Complaint.

2. The actions alleged to have violated the FCA all occurred during the period September 1, 2001 to at least November 30, 2020 (“Covered Period”). The Defendants in this action are Oncology Practices that specialize in the treatment of cancer or are the drug purchasing organizations of such practices (together, “Defendant Oncology Practices”). As fully alleged below, each of the Defendant Oncology practices prioritized profits over their patients. Tempted by seeming endless means to line their own pockets, the Defendant Oncology Practices purchased inordinate amounts of drugs, that had little to no medical benefit, and resulting in billions of dollars of federal fraud, as fully alleged below.

3. Amgen, Inc., a Delaware corporation headquartered in Thousand Oaks, Ventura County, California, is one of the largest bio-technology and drug manufacturing companies in the world. Drugs manufactured by Amgen are used in a number of different therapies – the most relevant of which involve supportive cancer care, renal therapy, and autoimmune diseases, including treatment of anemia caused by chemotherapy in the treatment of cancer. In 2013, Amgen had a net income of \$5.1 billion on total revenues of \$18.7 billion. In 2019, Amgen had

a net income of \$7.8 billion on total revenues of \$23.4 billion. Approximately 75 percent of all Amgen sales are in the United States.

4. On or about December 20, 2012, Amgen entered into an agreement with the United States and various individual States that resolved claims made against Amgen in the original complaint filed in this action, as well as in a number of related cases. As a result of this settlement agreement, Amgen, who was originally named as a Defendant in this civil action, is no longer a Defendant as to this Complaint.

5. During the Covered Period, a substantial percentage of Amgen's U.S. sales, revenues, and profits were accounted for by three drugs: Aranesp®, Neupogen®, and Neulasta®. These names are registered trademarks of Amgen. Aranesp (biologic name, darbepoetin alfa) is classified as an erythropoiesis-stimulating agent ("ESA"), i.e. it stimulates the production of red blood cells. Neupogen (biologic name, filgrastim) and Neulasta (biologic name, pegfilgrastim) are classified as granulocyte colony-stimulating agents ("GSAs"), and they selectively stimulate the production of neutrophils, *i.e.* a type of white blood cell that helps the body fight infection. Together, the three drugs are hereinafter referred to as the "Covered Drugs." The Covered Drugs are primarily used in as part of a regimen for supportive cancer care.

6. Aranesp is indicated (*i.e.*, is medically accepted or useful) for the treatment of chemotherapy-induced anemia in patients with non-myeloid malignancies, meaning anemia not caused by cancer. Neupogen and Neulasta are used to counteract the reduction in white blood cells. This reduction in white blood cells can be caused by chemotherapy used in the treatment of cancer. White blood cells serve as the body's primary defense against infections. They work by destroying bacteria in the blood. Neupogen and Neulasta stimulate the production of new white blood cells from the bone marrow.

7. Chemotherapy treatments for cancer patients often deplete their bodies of red

blood cells, leading to severe and potentially fatal consequences. Red blood cells are the principal means by which oxygen is delivered to throughout the body and supplied to tissues. Red blood cell counts begin to fall without adequate amounts of erythropoietin. Without a healthy red blood cell count, the body is unable to deliver sufficient amounts of oxygen throughout the body, ultimately inducing anemia. Severe or long-lasting anemia can damage the heart, brain, and other organs in the body. In its most severe form, anemia may lead to death. It has been theorized, but not proven, that one possible side effect of ESAs treatment is the reduction of white blood cells. To combat this side effect and to increase the number of white blood cells, essential to the efficacy of body's immune system and ability to fight infection, many practices believe it necessary to administer Neupogen or Neulasta. As a result, Amgen's marketing strategy aimed to have their customers, including the Defendant Oncology Practices, purchasing a one-to-one ratio of Aranesp to Neupogen or Neulasta, ensuring dependence on each of the Covered Drugs (in addition to the extraordinary amounts of kickbacks and other financial incentives, as alleged below).

8. The Defendant Oncology Practices' purchases of the Covered Drugs have been and, on information and belief, continue to be highly dependent on the extent of coverage and reimbursement patients receive from third-party payers, including the Federal and State governments through various government-funded healthcare programs (jointly referred to as "Government Healthcare Programs"). The two largest Federal healthcare programs are Medicare and Medicaid, both of which are administered by the Centers for Medicare and Medicaid Services ("CMS"), an agency of the U.S. Department of Health and Human Services.

9. During the Covered Period, the Defendant Oncology Practices were and, on information and belief, continue to be major purchasers and administrators of the Covered Drugs. The costs of treatment and medications for cancer patients with chemotherapy-induced



anemia (“CIA”) who are eligible to receive benefits under Government Healthcare Programs were paid for in whole or in significant part by the Government Healthcare Programs. When Government Healthcare Programs pay for all or some portion of the cost of a drug, the cost of the drug is said to have been “reimbursed” by the Government Healthcare Program. During the Covered Period, the Defendant Oncology Practices administered the Covered Drugs to patients receiving benefits under Government Healthcare Programs. After providing the service, the Defendant Oncology Practices would file claims for “reimbursement” with the Government Healthcare Program providing coverage to the patient and, in the normal course, the claims would be paid according to program rules.

10. As alleged further hereinafter in this Complaint, the Oncology Practice Defendants, submitted claims for and obtained “reimbursement” of the cost of the Covered Drugs that far exceeded the Defendants’ reimbursable cost of the drugs, in violation of the Government Healthcare Program rules. ***For the years 2004 through 2011 alone, the Defendant Oncology Practices received over-reimbursements from Government Healthcare Programs in excess of \$4,000,000,000.*** On information and belief, since 2011, the Defendant Oncology Practices have continued to defraud the government through receiving over-reimbursements for the Covered Drugs.

11. Sales of the Covered Drugs – as well as Epogen, an ESA made by Amgen – accounted for the majority of Amgen’s domestic revenues and profits during the Covered Period. Amgen’s domestic revenues from the sale of the Covered Drugs and Epogen exponentially grew during the covered period, topping in at \$5 billion in 2004, 2005, and 2006. The term “ESA Sales” includes just Epogen in 2001. In the remainder of the period, this term covers sales of both Aranesp and Epogen. The term “GSA Sales” includes just Neupogen in 2001. In addition, Amgen paid out significant rebates to the Oncology Practice Defendants, accounting

for billions of dollars over the Covered Period.

12. Total sales of the Covered Drugs amounted to approximately \$80 billion during the period 2001 to 2013. Amgen's ESA sales almost ***tripled*** in an alarmingly short time-frame, between 2001 to 2005. Amgen's GSA sales more than ***quadrupled*** in that same alarmingly short time, from 2001 to 2005. Amgen's annual financial reports (10-Ks), filed with the Securities and Exchange Commission, show that Amgen acknowledged spending some \$17 billion on drug sales rebates from 2007 to 2011. Amgen did not fully disclose the rebates, discounts, and other financial incentives to purchase the Covered Drugs it paid on the sales of ESAs and GSAs prior to 2007. ***Such rebates were paid directly to the Oncology Practice Defendants***, not to the ultimate third-party payer for the drugs, *i.e.*, the Government Healthcare Programs or third-party insurers. Amgen did not report or under reported the rebates, discounts, and other financial incentives it provided to medical service providers, including the Oncology Practice Defendants, as incentives to purchase the Covered Drugs to any Government Healthcare Program – all of which amounted to reductions in the cost of the Covered Drugs to the Oncology Practice Defendants. On information and belief, Amgen has failed to report any financial incentives provided to the Defendant Oncology Practices from 2011 to November 30, 2020. None of the Oncology Practice Defendants reported any of the rebates, discounts, and other financial incentives they received from Amgen to purchase the Covered Drugs to any Government Healthcare Program. On information and belief, none of the Defendant Oncology Practices reported any financial incentives they received from Amgen from 2011 to November 30, 2020. ***As a result of the fraudulent conduct of the Defendant Oncology Practices during the Covered Period, Government Healthcare Programs have been defrauded of more than \$4,000,000,000.***

## **II. JURISDICTION AND VENUE.**

13. This Court has personal jurisdiction over the Defendants pursuant to 31 U.S.C. § 3732(a), which authorizes nationwide service of process. At least one of the Defendants can be found in, resides in, or has transacted business in the Eastern District of New York and in the State of New York.

14. This Court has personal jurisdiction over the Defendants pursuant to 31 U.S.C. § 3732(a), which authorizes nationwide service of process. At least one of the Defendants can be found in, resides in, or has transacted business in the State of New York.

15. This Court has jurisdiction over the subject matter of this action pursuant to 31 U.S.C. §§ 3730(b) and 3732(a), which specifically confer jurisdiction on this Court for actions brought pursuant to the FCA.

16. Venue is proper in this District pursuant to 31 U.S.C. § 3732(a) because one or more Defendants can be found in, resides in, or has transacted business in the Eastern District of New York, and at least some of the alleged acts occurred in this District.

17. The material allegations of this Complaint are based on Relator's individual knowledge, obtained through the course and scope of twenty years of employment with Amgen as a Sales Representative and direct contact with the Defendant Oncology Practices. The material allegations of this Complaint are not based on a public disclosure of allegations or transactions in a criminal, civil or administrative hearing, in a congressional, administrative or General Accounting Office report, hearing audit or investigation, or from the news media.

18. The FCA provides that any person who submits a false claim to the government is liable for a civil penalty of between \$5,500 and \$11,000 for each such claim, and three times the amount of the damages sustained by the government. The Act permits persons having information regarding a false or fraudulent claim against the government to bring an action on

behalf of the government and to share in any recovery. As required by 31 U.S.C. § 3730(b)(2), the complaint must be filed *in camera* and under seal, without service on the defendant. The complaint remains under seal while the government conducts an investigation of the allegations in the complaint and determines whether to intervene in the action.

19. The United States, having entered into a partial Settlement Agreement with Amgen, has nevertheless reserved its right to intervene in any portion of this action in which it initially declined to intervene, for good cause, at a later date.

### **III. THE PARTIES.**

#### **A. Relator.**

20. Relator Don Hanks (“Relator”) was a resident of Jacksonville, St. Johns County, Florida, and is currently a resident of the State of California. Relator was employed by Amgen or by Amgen USA, Inc., an Amgen subsidiary, as a nephrology and/or oncology sales and marketing representative from on or about December 18, 1989 until his wrongful termination on or about May 23, 2007. Relator was a founding member and sales leader with Amgen and became a well-established and widely-known figure in both the nephrology and oncology markets. Over the course of his nearly two-decade long employment with Amgen and Amgen USA, Inc., Relator gained personal knowledge of the material allegations made in this Complaint. As more fully described herein, Relator was one of the primary architects of Amgen’s sales strategy for the Covered Drugs, and directly interacted with each of the Defendant Oncology Practices.

21. Relator was one of Amgen’s most recognized and successful sales representatives. Based on his expertise and product knowledge, Relator was assigned to some of Amgen’s largest U.S. accounts. Relator served as a large account liaison to the Integrated

Oncology Network (hereinafter “ION”) and to US Oncology Specialty, LP (hereinafter “USOS”). As the account liaison for USOS, Relator was responsible for coordinating all Amgen contacts to the numerous practices that comprised USOS. Relator was also regularly apprised of Amgen’s sales and marketing strategies toward ION and USOS. Through these and other sales duties, Relator gained direct and personal knowledge of Amgen’s implementation of nationwide strategies and programs to market the Covered Drugs to the Defendant Oncology Practices.

22. In the course of his career with Amgen, Relator saw Amgen change from a small biotech company with a “patient-centric” culture to a large biotech company with a “dollar-centric” focus. While employed by Amgen, Relator was involved in several Amgen initiatives directed toward relationship development with physicians and product launches, with the ultimate goal of competitively increasing sales of the Covered Drugs. Specifically, Relator was one of the primary architects of Amgen’s major sales initiative – Amgen Portfolio Contracts (hereinafter “APC”). To design and effectuate an effective sales strategy, Relator was apprised of all updates in drug indications and Medicare/Medicaid reimbursement rules for the Covered Drugs. Given his vast knowledge and experience marketing the Covered Drugs, Relator served frequently as a trainer for new recruits to Amgen’s sales force, not only in the district to which he was assigned, the Tampa district, but also in other districts.

23. In addition, Relator achieved a number of notable distinctions and recognitions. Some of these distinctions, recognitions and initiatives are noted herein below. For most of his years with the company, Relator was a member of Amgen’s President’s Club, a distinction reserved for the top ten percent of sales performers. Relator was a member of the first Neupogen Advisory Panel and Launch Committee; fostered and promoted great public champions for Amgen, two of which are Dr. Alan Miller (Tufts University) and Dr. Gary Lee

(Arizona State University); and, after a year of claims denials, convinced Medicare officials in Florida, in particular, Dr. Frank Farmer, the Medical Director, to begin paying claims for Neupogen, for which more than \$500 million in claims were outstanding. Relator's prolific accomplishments and reputation earned him the nickname "the Amgen franchise" by Joe Turgeon, the Amgen National Director of Sales.

24. Relator engaged in substantial and regular business dealings related to the sale and purchase of the Covered Drugs with each of the Defendant Oncology Practices. Relator was either the direct contact for the Defendant Oncology Practices, or was regularly apprised of their activities, interests, and concerns through regular status reports from Relator's colleagues on the Amgen sales and marketing team. Further, Relator was one of the founding members of the Oncology Managers of Florida (hereinafter "OMF"), a professional organization of oncology practitioners providing information and educational support to each other in the State of California. As an OMF founding member, Relator had direct access to all of the oncology practice administrators in Florida, and was instrumental in forming similar professional organizations in Georgia and South Carolina. Relator was continually apprised of their concerns, interests, and activities through OMF meetings and engagements.

25. Relator, through the course and scope of his employment with Amgen, independently reviewed and compiled years of sales data concerning the Defendant Oncology Practices. Specifically, from 2004 through 2007, Relator himself compiled sales data regarding the Defendant Oncology Practices APCs, whether the Defendant signed onto an APC, the date the APC was signed, and the dollar amounts of Defendants' purchases of the Covered Drugs. Relator also compiled data regarding whether the Defendant Oncology Practices received their rebates and other kickbacks by mail or electronic transmission. The APC sales data was not available to anyone outside of four Amgen sales and marketing representatives – Kevin Sharer,

Jim Daly, Joe Turgeon, and Relator himself. A true and correct copy of the Amgen APC sales data, with each of the Defendant Oncology Practices highlighted, is attached hereto and incorporated herein *Exhibit 1*.

**B. Defendants.**

26. The Defendants in this action are medical practices specializing in cancer treatments, or are group (drug) purchasing organizations (hereinafter “GPOs”) for such oncology practices. The Defendants are identified with particularity in paragraphs 27 to 53 of this Complaint.

27. In its sale and marketing to Defendant Oncology Practices, Amgen differentiated between the practices based upon their levels of sales and potential sales. One group was called “Platinum Amgen customers” and another was called “Gold Amgen customers.” Amgen used these terms to classify its customers based on their value to Amgen. Depending on the level of purchases, a practice could expect a certain percentage reduction in the cost of certain drugs that it purchased from Amgen – although these discounts varied even within customer classes. Typically, Platinum customers received at least a 50% reduction of the invoiced charge, which was returned to them in the form of rebates, discounts, and other incentives, with many Platinum Oncology practices receiving rebates, discounts or other incentives in the range of 60% of the invoiced charge. Typical Gold customers received at least a 40% reduction of the invoiced charge, which was returned to them in the form of rebates, discounts, and other incentives, with many Gold Oncology Practices receiving rebates, discounts and other incentives in the range of 50% of the invoiced charge.

**C. Factual Allegations Related to Specific Defendants.**

i. US Oncology Specialty, L.P.

28. US Oncology Specialty, L.P. (“USOS”) is a Delaware Limited Partnership based

in Texas. USOS is a specialty distribution center service of US Oncology, Inc. According to a press release, US Oncology, Inc. launched USOS in 2005 to “facilitate the seamless flow of oncology pharmaceuticals directly from the pharmaceutical manufacturers to its nationwide network of practices.”

29. During the Covered Period, USOS purchased large quantities of the Covered Drugs from Amgen. According to sales manager/representative report taken in or around 2000 regarding the USOS account plan, the top priority of the doctors, nurses, and administrators at USOS was “money, making money, [and] not losing money.” In 2006 alone, USOS made purchases of Amgen drugs in excess of approximately \$1 billion. Through its purchases alone, USOS expanded the ESA and GSA markets by more than \$777 billion after executing special contracts with Amgen.

30. During the Covered Period, USOS served as a GPO for the approximately 1,000 physicians affiliated with US Oncology, Inc. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, the USOS GPO purchased and sold to its affiliate physicians and oncology practices in the Plaintiff States substantial quantities of the Covered Drugs, which these physicians and oncology practices administered to patients eligible to receive benefits under Government Healthcare Programs. Thereafter, the affiliated physicians and oncology practices sought reimbursement for the costs of those drugs from such Government Healthcare Programs without taking into account the rebates, discounts, and other things of financial value that Amgen provided as incentives to increase purchases of the Covered Drugs. The USOS GPO pooled the purchasing power of its member physicians and oncology practices in order to obtain even larger rebates for the Covered Drugs from Amgen than Amgen offered to smaller practices. The terms of the contracts between the USOS GPO and Amgen were confidential, *i.e.*, the terms were not reported to or shared with the Government Healthcare



Programs. Thus, the provisions in those contracts that reduced the actual cost of the Covered Drugs to the USOS GPO, such as price protection, rebates, equipment donations, data management fees and other forms of discounts, were not known to Government Healthcare Programs. The actual selling price of the Covered Drugs supplied by Amgen to USOS pursuant to the confidential contracts and used by beneficiaries of Government Healthcare Programs which was considerably lower than the reported selling price, taking into account the various discounts, rebates, and other incentivizing things of value or “freebies” that reduced the actual cost to USOS for the Covered Drugs.

31. The failure by Amgen and USOS GPO to report the actual lower cost of the Covered Drugs purchased by USOS GPO, taking into account the various discounts, rebates, and the like, caused Government Healthcare Programs to “reimburse” or pay the USOS GPO more than it was entitled to receive for purchasing and administering the Covered Drugs to patients whose drug costs were reimbursable, or reimbursable in part, under Government Healthcare Programs reimbursement rules.

32. The USOS GPO did not report the discounts, rebates, and other financial incentives applied by Amgen that reduced the actual price of the purchased Covered Drugs to Government Healthcare Programs. In a USOS press release, USOS admitted that the GPO had sought and been reimbursed by Government Healthcare Programs on the basis of the unadjusted “average selling price” of the Covered Drugs, as computed by Amgen – a figure that did not accurately factor in the discounts, rebates, and other cost-reducing incentives that were actually received by the GPO. The GPO failed to report the discounts, rebates, and other financial incentives it received from Amgen to the Government Healthcare Programs. Otherwise stated, the USOS GPO failed to report the actual price that it paid for the Covered Drugs.

33. During the Covered Period, USOS supplied the Covered Drugs to USOS-

affiliated practices throughout the United States. During the Covered Period, because of its large size, USOS was offered and received rebates and other discounts for its purchases of the Covered Drugs that were far greater than those generally available to other oncology practices or GPOs. USOS' APC provided extra discounts and rebates not generally available to other oncology practices and GPOs upon the attainment of certain market share goals or milestones set by Amgen and met by the USOS GPO.

34. During the Covered Period, Relator had several meetings with Joe Bailes, M.D, the former CEO of Physicians Referral Network and then-current President of USOS, regarding the sale and purchase of the Covered Drugs. Relator met with Dr. Bailes and other representatives of USOS at the American Society of Hematology Annual Meetings in 2003, 2005, and 2006. Relator also met with representatives of USOS at the American Society of Community Oncologists Annual Meeting in 2005. In Relator's interactions with Dr. Bailes and other representatives of USOS, including USOS Executive, William Thames, Pharm.D., they made clear to Relator that USOS would use Aranesp as its ESA of choice based solely on the "profit per patient" that USOS could achieve through the use of Aranesp, especially in combination with the use of Neupogen and Neulasta. In plain terms, USOS officials were made aware by Amgen of the opportunity to obtain greater reimbursement for the Covered Drugs than USOS was lawfully entitled to receive from the Government Healthcare Programs as a result of the rebates, discounts, and other financial incentives USOS received from Amgen. USOS thereafter took advantage of the unlawful opportunity by seeking "reimbursement" for overstated costs of the Covered Drugs. Specifically, USOS overbilled Medicare more than \$427 million per year. ***From 2004 through 2011, USOS overbilled Medicare, and thereby defrauded the federal government, by more than \$3,000,000,000.***

ii. Defendant Oncology Practices by in Florida and Georgia.

35. During the Covered Period, Amgen used an internal computerized database to track all forms of rebates, discounts, equipment gifts, free goods, contributions of medical education grants, data purchases, honorarium provided, and other client information. The database was known as the “Amgen Customer Identification System” or “ACIS.” Each Amgen customer was assigned a unique ACIS number. Amgen used this information to obtain leverage in convincing each of the Defendant Oncology Practices to sign Amgen Portfolio Contracts (“APC”) and to purchase increasingly more quantities of the Covered Drugs. Amgen sales representatives used the data related to individual customers to “educate” customers – usually under the guise of “business reviews” that focused on the specific financial benefits that a practice would receive by achieving target purchase goals for the Covered Drugs, as set by the APC. Amgen also used these ACIS numbers to track which customers had signed an APC, their sales quota performance, and their ability to maximize their “rebates” through such “business reviews.”

**Florida Oncology Practices**

36. **Defendant Florida Cancer Specialists & Research Institute (ACIS #216205)**, headquartered in Fort Myers, Florida, is the largest privately owned Oncology/Hematology practice in Florida, with approximately 90 offices throughout Florida. Defendant Florida Cancer Specialists & Research Institute has an office at 3840 Broadway, Fort Meyers, Florida 33901. In 2002, Defendant Florida Cancer Specialists & Research Institute purchased just over \$2 million worth of the Covered Drugs. After signing the APC, Defendant Florida Cancer Specialists & Research Institute purchased Amgen products for the following years in the dollar amounts indicated: 2004 – \$12.8 million; 2005 – \$13.5 million; 2006 – \$20.3 million; 2007 – \$39.2 million. As a Platinum Amgen customer, Defendant Florida Cancer Specialists &

Research Institute received a rebate or discount from Amgen amounting to approximately 50% of all purchases made from approximately 2004 through 2007. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, Defendant made comparable purchases of the Covered Drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs in amounts that exceeded the actual cost of these products. Because the use of Neupogen among Medicare patients was more profitable than administering Neulasta off-contract, Defendant Florida Cancer Specialists & Research Institute chose to administer exclusively Neupogen to its Medicare patients. It administered Neulasta to its private pay and indemnity plan patients. Defendant had no clinical or patient-based reasoning for deciding which patients received Neupogen and which patients received Neulasta – the treatment decision was purely based on the profitability of administering the two different Covered Drugs, as enabled by rebates and financial incentives from Amgen, and full reimbursements from Government Healthcare Programs. As a result of its fraudulent practices, between 2004 and 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of ***\$107.2 million***.

37. Defendant **Integrated Community Oncology Network, LLC (“ICON”)** through its division Florida Oncology Associates (ACIS #11998) provides specialized care for patients with cancer and/or hematological disorders in Northeast Florida. Defendant ICON has approximately nine cancer centers in Duval, Clay, St. Johns and Putnam Counties and a business address of 9143 Philips Highway, Suite 560, Jacksonville, FL 32256. In 2002, Defendant ICON did not purchase the Covered Drugs. In 2002, Defendant ICON purchased just \$2.3 million worth of the Covered Drugs. Defendant ICON made Amgen product purchases for the following years in the dollar amounts indicated: 2002 – \$2.3 million; 2003 – \$13.3 million; 2004

– \$14.8 million; 2005 – \$15.4 million; 2006 – \$30.2 million; 2007 – \$27.0 million. In the last quarter of 2006 alone, ICON purchased \$7.4 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual cost of these products to the Defendant. *As a result of its fraudulent activities, from 2004 through 2011, Defendant ICON collected over-reimbursements from Government Healthcare Programs in excess of \$165 million.* During the Covered Period, defendant ICON had a GPO contract and a special Large Physician Practice (“LPP”) contract with Amgen.

38. Defendant **Gulfcoast Oncology Associates (ACIS #221641)** is an affiliate of Integrated Community Oncology Network, LLC (“ICON”). Defendant Gulfcoast Oncology Associates has an office at 1201 5th Ave North, #505, St. Petersburg, FL 33705. Defendant Gulfcoast Oncology Associates purchased Amgen products for the following years in the dollar amounts indicated: 2002 – \$ 1.0 million; 2003 – \$ 4.0 million; 2004 – \$13.6 million; 2005 – \$21.1 million; 2006 – \$31.0 million; 2007 – \$29.3 million. As an Amgen Platinum customer, Defendant Gulf Coast Oncology Associates received a rebate or discount from Amgen amounting to approximately 50% of all purchases made from during the period of approximately 2004 through 2007. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the entire Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts

that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$178 million.*

39. During the Covered Period, **Defendants Florida Cancer Specialists & Research Institute, ICON, and Gulf Oncology Associates**, were elite members of the International Oncology Network (“ION”) and received even greater discounts on drug purchased from Amgen because of this affiliation.

40. Defendant **Hematology and Oncology Associates of the Treasure Coast (ACIS #214554)**, a Platinum Amgen customer, purchased millions of dollars-worth of the Covered Drugs. Defendant Hematology and Oncology Associates of the Treasure Coast has an office at 1871 S.E. Tiffany Ave, Suite 100, Port St. Lucie, FL 34952. In 2002, prior to signing an APC, Defendant Hematology and Oncology Associates of the Treasure Coast purchased only \$787,886 worth of the Covered Drugs. After signing an APC, Defendant Hematology and Oncology Associates of the Treasure Coast bought \$2,307,809 of Amgen drugs in the Fourth Quarter of 2006, or \$9.2 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$2.6 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$10.6 million of the Covered Drugs, demonstrating consistent increase in its purchases. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid

for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$50 million.*

41. Defendant **Mid Florida Hematology and Oncology Centers, P.A. (ACIS #225776)**, a Platinum Amgen customer, purchased millions of dollars-worth of the Covered Drugs. Defendant Mid Florida Hematology and Oncology Centers, P.A. has an office at 1061 Medical Center Drive, Orange City, FL 32732. In 2002, prior to signing an APC, Defendant purchased only \$56,002 worth of the Covered Drugs. Defendant Mid Florida Hematology and Oncology Centers bought \$2,074,198 of Amgen drugs in the Fourth Quarter of 2006, or \$8.3 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$2.1 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$8.5 million of the Covered Drugs, demonstrating consistent increase in its purchases. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$48.9 million.*

42. Defendant **Pasco Hernando Oncology Associates, P.A. (ACIS #216704)** has an office at 14529 Cortez Blvd, Brooksville, FL 34613. In 2002, prior to signing an APC,

Defendant purchased only \$524,740 worth of the Covered Drugs. In the Second Quarter of 2005, Defendant purchased \$359,897 of the Covered Drugs. Defendant Pasco Hernando Oncology Associates, P.A. bought \$1,766,348 of Amgen drugs in the Fourth Quarter of 2006, or \$7.1 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.6 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$6.4 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$38.8 million.*

43. Defendant **Regional Consultants in Hematology and Oncology (ACIS #276635)** has an office at 1235 San Marco Boulevard, Suite 3, Jacksonville, FL 32207. In 2002, prior to signing an APC, Defendant purchased only \$129,265 worth of the Covered Drugs. In the Second Quarter of 2005, Defendant purchased \$1.4 million of the Covered Drugs, demonstrating an exponential increase. Defendant Regional Consultants in Hematology and Oncology bought \$1,494,671 of Amgen drugs in the Fourth Quarter of 2006, or almost \$6 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.3 million of the Covered Drugs. First Quarter sales data usually always reflects the most



conservative purchases, thus Defendant likely purchased significantly more than \$5.2 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. ***As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$34.7 million.***

44. Defendant **Cancer Institute of Florida, P.A. (ACIS #216184)** has an office at 894 East Altamonte Drive, Altamonte Springs, FL 32701. In 2002, prior to signing an APC, Defendant purchased only \$225,211 worth of the Covered Drugs. Defendant Cancer Institute of Florida, P.A. bought \$1,884,415 of Amgen drugs in the Fourth Quarter of 2006, or \$7.5 million in 2006 – receiving a rebate from Amgen amounting to approximately 40% of all purchases as a Gold Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.8 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$7.4 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. ***As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare***

***Programs in excess of \$43.4 million.***

45. Defendant **Coastal Oncology, PL (ACIS #1077445)** has a location of business at 325 Clyde Morris Boulevard, Suite 450, Ormond Beach, FL 32174. In 2002, prior to signing an APC, Defendant had made no purchases of the Covered Drugs. In the Second Quarter of 2005, Defendant purchased \$132,908 of the Covered Drugs. Defendant Coastal Oncology, PL bought \$1,387,285 of Amgen drugs in the Fourth Quarter of 2006, or \$5.5 million in 2006 – receiving a rebate from Amgen amounting to approximately 40% of all purchases as a Gold Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.3 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$5.2 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. ***As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$32.9 million.***

46. Defendant **Stuart Oncology Associates, P.A. (ACIS #214555)** has an office at 501 South East Osceola Street, Suite 301, Stuart, FL 34994. In 2002, prior to signing an APC, Defendant purchased only \$102,181 worth of the Covered Drugs. Defendant Stuart Oncology bought \$1,223,312 of Amgen drugs in the Fourth Quarter of 2006, or \$4.9 million in 2006 – receiving a rebate from Amgen amounting to approximately 40% of all purchases as a Gold Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.2 million of the

Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$4.9 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$28.4 million.*

47. Defendant **Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center (ACIS #216428)** has an office at 7651 Medical Drive, Hudson, FL 34667. Defendant Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center bought just \$118,233 of the Covered Drugs in 2002. In the Second Quarter of 2005, Defendant purchased \$352,900 of the Covered Drugs. After signing an APC, Defendant purchased \$1,152,600 of Amgen drugs in the Fourth Quarter of 2006, or \$4.6 million in 2006 – receiving a rebate from Amgen amounting to approximately 40% of all purchases as a Gold Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.1 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$4.4 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief, continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-

funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$26.6 million.*

48. Defendant **David Dresdner, M.D. (ACIS #307671)** has an office at 1099 5th Avenue North, Suite 120, St. Petersburg, FL 33705. In 2002, prior to signing an APC, Defendant purchased only \$25,210 worth of the Covered Drugs. In the Second Quarter of 2005, Defendant purchased \$862,476 of the Covered Drugs. After signing an APC, Defendant Dresdner bought \$1,004,961 of Amgen drugs in the Fourth Quarter of 2006, or \$4 million in 2006 – receiving a rebate from Amgen amounting to approximately 40% of all purchases as a Gold Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.0 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$4 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$23.7 million.*

#### **Georgia Oncology Practices**

49. Defendant **Georgia Cancer Specialists Administrative Annex (ACIS #226796)** has an office at 60 Jesse Hill Jr Drive SE, Atlanta, GA 30303. In 2002, prior to signing an APC,

Defendant purchased only \$1.9 million worth of the Covered Drugs. After signing an APC, Defendant Georgia Cancer Specialists Administrative Annex bought \$7,139,213 of Amgen drugs in the Fourth Quarter of 2006, or \$28.6 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$5.6 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$22.5 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$158 million.*

50. Defendant **Northwest Georgia Oncology Centers, P.C. (ACIS #226509)** has an office at 340 Kennestone Hospital Boulevard, Suite 200, Marietta, GA 30060. In 2002, prior to signing an APC, Defendant purchased only \$385,859 worth of the Covered Drugs. Defendant Northwest Georgia Oncology Centers, P.C. bought \$4,035,433 of Amgen drugs in the Fourth Quarter of 2006, or \$16.1 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$3.8 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$15.3 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases

of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$93.5 million.*

51. Defendant **Augusta Oncology Associates (ACIS #214436)** has an office at 3696 Wheeler Road, Augusta, GA 30909. In 2002, prior to signing an APC, Defendant purchased only \$318,116 worth of the Covered Drugs. Defendant August Oncology Associates bought \$2,995,248 of Amgen drugs in the Fourth Quarter of 2006, or almost \$12 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$2.4 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$9.8 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$69.2 million.*

52. Defendant **Central Georgia Cancer Care (ACIS #227676)** has an office at 1062 Forsyth Street, Suite 1B, Macon, GA 31201. In 2002, prior to signing an APC, Defendant

purchased only \$119,929 worth of the Covered Drugs. Defendant Central Georgia Cancer Center bought \$1,982,152 of Amgen drugs in the Fourth Quarter of 2006, or \$7.9 million in 2006 – receiving a rebate from Amgen amounting to approximately 50% of all purchases as a Platinum Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.67 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$6.9 million of the Covered Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$46.4 million.*

53. Defendant **Southeast Georgia Hematology/Oncology Associates, P.C. (ACIS #218644)** has an office at 1111 Glynnco Parkway, Suite 500, Brunswick, GA 31525. In 2002, prior to signing an APC, Defendant purchased only \$426,424 worth of the Covered Drugs. In the Second Quarter of 2005, Defendant purchased \$1.2 million of the Covered Drugs, demonstrating an exponential increase. Defendant Southeast Georgia Hematology/Oncology bought \$1,418,135 of Amgen drugs in the Fourth Quarter of 2006, or \$5.7 million in 2006 – receiving a rebate from Amgen amounting to approximately 40% of all purchases as a Gold Amgen customer. In the First Quarter of 2007, Defendant purchased \$1.2 million of the Covered Drugs. First Quarter sales data usually always reflects the most conservative purchases, thus Defendant likely purchased significantly more than \$4.7 million of the Covered

Drugs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, Defendant made comparable purchases of Amgen drugs and received comparable rebates for the said products during the Covered Period and sought and received reimbursement from Government Healthcare Programs for administration of the Covered Drugs to patients eligible to receive government-funded healthcare benefits in amounts that exceeded the actual amount paid for the Covered Drugs. *As a result of its fraudulent conduct, from 2004 through 2011 alone, Defendant collected over-reimbursements from Government Healthcare Programs in excess of \$31.1 million.*

#### **IV. FACTUAL ALLEGATIONS.**

##### **A. Background.**

54. Erythropoiesis is the process by which the body produces erythrocytes, or red blood cells. Erythropoietin is a hormone that stimulates red blood cell creation. A necessary step in the erythropoietic process is the production of erythropoietin, a protein made in the kidneys that stimulates red blood cell formation.

55. Red blood cells contain hemoglobin, a protein that functions primarily to transport oxygen from the lungs to the tissues of the body. Hemoglobin levels are expressed in grams (g) per deciliter (dL) of whole blood. An adequate supply of red blood cells is necessary to oxygenate the body.

56. Anemia is a condition in which an individual's blood is deficient in red blood cells or hemoglobin. Anemia impairs the body's ability to transfer necessary oxygen to tissues throughout the body. Anemia has many potential causes including an iron-poor diet, excessive bleeding, certain cancers, certain cancer treatments, and kidney or liver failure.

57. In or about 1983, Amgen claimed that its scientists had managed to isolate the



human erythropoietin gene and produce the recombinant protein in hamsters. A few years later, through the use of DNA technology, Amgen commercialized the production of erythropoietin – epoetin alfa and darbepoetin alfa. Because epoetin alfa and darbepoetin alfa, like endogenous erythropoietin, stimulate red blood cell formation they are referred to as “erythropoiesis-stimulating agents” or “ESAs.”

58. In or about 1989, epoetin alfa was approved by the U.S. Food and Drug Administration (“FDA”) as a treatment for patients with anemia associated with chronic renal failure (“CRF”), including end stage renal disease (“ESRD”), and for patients not currently on dialysis. Prior to the discovery of ESA treatment, the severe cases of anemia in CRF patients had been managed with whole blood or red blood cell transfusions. Treatment with epoetin alfa (Epogen therapy) or darbepoetin alfa (Aranesp therapy) aimed at elevating or maintaining red blood cell levels and, thus, reducing the need for blood transfusions among these patients.

59. In 1985, while epoetin alfa was still in development, Amgen entered into a product license agreement (“Licensing Agreement”) with a subsidiary of Johnson & Johnson Services, Inc. (“J&J Licensee” or “Licensee”). Pursuant to the Licensing Agreement, Amgen granted the Licensee an exclusive right under its patents to market recombinant human epoetin alfa for all medical uses – except for the treatment of anemia associated with CRF in dialysis patients – in the United States. Amgen retained the right to market epoetin alfa exclusively for treatment of anemia associated with CRF in dialysis patients. Amgen did not license the right to market darbepoetin alfa under any of its U.S. patents for anemia associated with CRF to the J&J Licensee or any other entity.

60. During the Covered Period, Amgen marketed epoetin alfa in the United States under the brand name “Epogen.” The J&J Licensee marketed epoetin alfa in the United States through subsidiary companies under the brand name “Procrit,” pursuant to its Licensing

Agreement with Amgen. Epogen and Procrit are chemically identical. At all times relevant to this Complaint, Procrit and Epogen were manufactured by Amgen at the same manufacturing facility in Colorado through the same manufacturing process. The FDA-approved labels listing approved medical uses (*i.e.* indications), warnings, and other important information for Epogen and Procrit are identical. Between 1991 and 1996, J&J worked to and succeeded in obtaining FDA approval to market epoetin alfa for use (a) among patients with anemia as a consequence of cancer chemotherapy treatment, (b) among patients undergoing treatment for HIV infection with the pharmaceutical Zidovudine, (c) to treat chronic kidney diseases in pre-dialysis patients, and (d) among patients with anemia who are scheduled to undergo elective, non-cardiac, nonvascular surgery.

61. Under the Licensing Agreement, Amgen was prohibited from expanding its Epogen sales and marketing efforts to conform to the broadened FDA-approval for epoetin alfa uses that had been obtained by J&J. Amgen was limited to marketing Epogen to only the dialysis market. Given this self-inflicted constraint, Amgen sought a way to capture a piece of the lucrative oncology market that it had ceded to the J&J Licensee pursuant to the 1985 Licensing Agreement by finding a way to “work around” the FDA use restrictions in order to expand the entire ESA market (*i.e.* have the Defendant Oncology Practices maintain its current purchase levels of Procrit from J&J while purchasing **additional** ESAs and GSAs from Amgen).

62. Slightly earlier, in or about 1984, Amgen and Kirin Holdings Company, Ltd. organized Kirin-Amgen, Inc., a joint venture company based in Thousand Oaks, California, to conduct research into the development, manufacture, production and sale of erythropoietin products for human therapeutic use. By 1997, Kirin-Amgen, Inc. succeeded in producing a new ESA with a slightly different molecular structure than the molecular structure of epoetin alfa – darbepoetin alfa.

63. In 1997, the J&J Licensee filed suit against Amgen, claiming that darbepoetin alfa was covered under the Licensing Agreement and could not be marketed for non-dialysis use. Amgen responded that darbepoetin alfa, marketed under the brand name “Aranesp,” had a sufficiently distinct chemical structure from Epogen to be considered a new product and, therefore, was not covered by the Licensing Agreement restrictions. In December 1998, an arbitrator ruled that Amgen had not licensed its exclusive U.S. marketing rights concerning Aranesp to the J&J Licensee. As a result, Amgen was free to market Aranesp without any of the use restrictions that applied to Epogen. As described in a 2006 Forbes article entitled “Amgen’s Enemies,” with the development of this drug, Amgen “sidestepped” the 1985 Licensing Agreement to reclaim and expand the market it had given up to the J&J Licensee.

64. Initially, darbepoetin alfa was approved by the FDA only for ESRD and nephrology patients and Amgen endeavored to get FDA approval to use darbepoetin alfa to treat chemotherapy-induced anemia. In or around September 2001, Amgen got FDA approval. Based on its longer serum half-life and other claims made by Amgen in its application for FDA approval, the FDA approved darbepoetin alfa for less frequent dosing than required for Epogen and Procrit. That same year, Amgen began marketing darbepoetin alfa in the United States market as “Aranesp.”

65. In 2002, Amgen secured supplemental FDA approval to use darbepoetin alfa to treat patients with anemia associated with cancer chemotherapy treatments.

**B. United States Marketing Campaign for Aranesp.**

66. Beginning in 2002, Amgen undertook an aggressive marketing campaign for Aranesp, which was designed to seize market share from Procrit in the treatment of chemotherapy-induced anemia. Amgen achieved only limited success with its campaign. Oncology physicians were generally satisfied with Procrit and saw few reasons to switch to

Aranesp. In addition, because Aranesp did not have a “J Code” from CMS, which would have allowed prescriptions to be approved in an automated fashion, bills to Medicare and Medicaid had to be submitted using a “Q Code,” which required manual approval by CMS staff from a paper submission and could delay or frustrate payment, or “reimbursement,” approvals.

67. Effective on or about January 1, 2003, a “J Code” was approved for Aranesp (darbepoetin alfa). The designated “J Code” was J1880.

68. Given Amgen’s inability to convince substantial numbers of oncologists to switch from Procrit to Aranesp based on the claim that Aranesp could be dosed less frequently than Procrit with the same efficacy, or based on its current pricing structure, Amgen decided to retool and redirect its sales effort, with Relator at the helm of the new sales initiative.

69. In or around 2003, the Amgen sales and marketing team convinced numerous oncology clinics and physicians to increase their ESA purchases, and thus to *expand* the ESA market, to include Aranesp through offering sales rebates, discounts, and other financial incentives. The Defendant Oncology Practices, specifically those in Florida, questioned Amgen sales representatives regarding the legality of the rebates. Nevertheless, the Defendant Oncology Practices quickly set aside their hesitations and jumped on the opportunity to turn a profit from reimbursements from Government Healthcare Programs.

66. Through Amgen’s Physician Office Agreements (hereinafter “POA”), the Defendant Oncology Practices earned rebates based on the amount of the Covered Drugs they purchased over a specified period of time. For example, Relator worked to structure the 2002 POA Contract for ION, and also worked on what was internally known as the “ION Pull Through Strategy.” The ION Pull Through Strategy aimed at securing ION as a loyal Amgen customer by creating opportunities for ION to earn higher rebates through increased purchases of the Covered Drugs and by stocking their member practices with the Covered Drugs – *i.e.* achieve

an increase in the volume of the Covered Drugs purchased and spread of the use of the Covered Drugs among numerous providers.

67. In or about 2003, Aranesp sales among oncology clinics increased by 350%.

68. In or about 2004, Amgen initiated a newly rebranded sales strategy, spearheaded largely by Relator. The strategy aimed at giving the Defendant Oncology Practices a new and substantial reason to buy and use Aranesp in addition to Procrit. This new and substantial reason was greater profitability – money – through quarterly rebates and off-invoice discounts to reduce the effective price of Aranesp and the other Covered Drugs. Amgen did not report these price reductions or concessions to third-party payers including Government Healthcare Programs. As a result, the Defendant Oncology Practices additionally stood to profit from reimbursements from third-party payers of the full-price of the Covered Drugs, instead of the actual discounted price actually paid by the Defendant Oncology Practices.

69. Amgen brought its new sales plan to market as the “Amgen Portfolio Contract” or “APC.” The APC not only encouraged sales of Aranesp and the other Covered Drugs, it also encouraged the Defendant Oncology Practices to make increasingly larger purchases of the Covered Drugs. By making increasingly larger purchases, the Defendant Oncology Practices could earn increasingly larger discounts and rebates. ***So long as the Government Healthcare Programs were not made aware of the rebates and discounts, the Defendant Oncology Practices would make increasingly more revenue from “reimbursements” or payments from third-party payers, including Government Healthcare Programs.*** Under the APC, the greater the dollar value of the purchases made, the greater the value of the rebates, discounts and other economic incentives that the Defendant Oncology Practices could earn.

70. The APC incentive structure encouraged the Defendant Oncology Practices to over-prescribe the Covered Drugs solely to increase their profits. The Defendant Oncology

Practices had no clinical or patient-driven reason to switch medication or to change treatment plans to include the Covered Drugs.

71. By entering into an APC, Amgen and each of the Defendant Oncology Practices became partners in an open and mutually-beneficial conspiracy, or “hub and spokes” conspiracy. Amgen, the “hub” at the center, was able to increase its sales of the Covered Drugs and to out-sell its competitors, presumably increasing its overall profitability and reputation in the pharmaceutical market. Each of the Defendant Oncology Practices were separate “spokes,” that were able to increase their own individual profitability through the receipt of kickbacks and over-reimbursements from Government Healthcare Programs. From September 1, 2001 to 2011 and, on information and belief continuing to November 30, 2020, none of the Defendant Oncology Practices ever reported the kickbacks they received from Amgen to the Government Healthcare Programs, as they were obligated to under program rules. The Code of Federal Regulations, 42 C.F.R. 1001.952(h), required the buyers to report fully and accurately any discount not given at the time of sale in accordance with 42 C.F.R. 1001.952(h)(1)(ii)(c) (“The buyer must fully and accurately report the discount in the applicable cost report.”). Each and every Defendant Oncology Practice, by failing to report the true lower cost of the Covered Drugs to the Government Healthcare Programs and by accepting reimbursement payments for the higher cost of the Covered Drugs, committed fraud against each of the Plaintiff States and the United States.

72. During the Covered Period, specifically from 2001 to 2011 alone, Amgen, through its sales and marketing team efforts, paid out approximately \$27 billion in rebates to Defendant Oncology Practices and other medical providers. This means that approximately \$27 billion dollars that was not reported to Government Healthcare Programs.

73. The APC strategy succeeded in increasing the use of Aranesp by the Defendant Oncology Practices. Amgen's marketing efforts were particularly successful in introducing Aranesp among patients who had previously not received any ESA treatment, among oncologists who had previously been skeptical of the efficacy and safety of ESA treatment. Defendant Oncology Practices were incentivized with kickbacks in the form of rebates, discounts, and other price concessions that were not reported to or known by Government Healthcare Programs. As a result of the Defendant Oncology Practices' nondisclosure, these kickbacks were not considered in the Government Healthcare Programs' drug cost reimbursement calculations. The Defendant Oncology Practices were reimbursed for the full cost of the Covered Drugs, instead of the reduced price actually paid.

74. Through its APCs, Amgen succeeded in drastically increasing its sales of Aranesp. Amgen used financial kickbacks to entice the Defendant Oncology Practices to substitute Aranesp for Procrit to treat cancer patients suffering from chemotherapy-induced anemia.

75. Among its APC customers, Amgen segmented the practices and physicians into different classes based on their total potential as buyers of the Covered Drugs. "Silver" members had the potential to make annual purchases from \$0 to \$700,000. "Gold" members had the potential to make annual purchases from \$700,000 to \$5,000,000. "Platinum" members had the potential to make annual purchases of more than \$5,000,000.

76. Amgen's sales and marketing team, including Relator, was provided with PowerPoint presentations and a "Discount & Rebate Estimator" or "Estimator" computational program to aid in marketing efforts. The Estimator, which accompanied the rollout of the 2004 APC, was essentially a simple and programmable calculator. Once the assumed dollar values of the Covered Drugs based on quarterly purchases were inputted into the program, the Estimator

would compute the dollar value of the “off-invoice” discounts and rebates, displaying the dollar value of the percentage discounts a particular medical practice could expect to earn under the APC based upon an assumed level of purchases. Amgen sales representatives had the ability to immediately provide physicians or practice managers the dollar value in the form of rebates and discounts the practice could earn by achieving certain dollar levels of purchases of the Covered Drugs from Amgen.

77. In providing the Oncology Practice Defendants with actual calculations showing how they would benefit from the rebates, discounts, and other economic incentives under the APC – while downplaying or entirely neglecting the fact that the Defendant Oncology Practices would have an obligation to report the value of these cost-reductions to the Government Healthcare Programs – Amgen aided, abetted, and facilitated each of the false claims submitted by the Defendant Oncology Practices to Government Health Care Programs.

78. The Estimator was a successful Amgen sales and marketing tool because it enabled Relator and other Amgen sales and marketing representatives to illustrate in real time to the Defendant Oncology Practices the lucrative profits they could make from accepting Amgen kickbacks and subsequently submitting false claims to Government Healthcare Programs for over-reimbursements.

79. The 2004/2005 APC rollout sales materials highlighted the rebate structure for three classes of customer: the hypothetical \$600,000 customer, the hypothetical \$3,000,000 customer, and the hypothetical \$6,000,000 total class. The tables reflect changes in the rebate rate structure – described as “enhanced rebates” in the case of the contract effective September 2004 through February 2006 – versus the “base rebates” effective under the previous contract effective March 2004 through August 2004. The rebates varied from a low of 3% for purchases in excess of \$75,000 in a calendar quarter to a high of 25% for purchases in excess of



\$1,275,000. Copies of the three pages from the Amgen 2004/2005 contract reflecting the rebate structure described above are attached as *Exhibit 2* to this Complaint.

80. The 2004/2005 APC rollout sales materials also included a table illustrating the discounts, as distinguished from rebates, that a medical practice could earn. These so-called “off-invoice” discounts varied from a low of 3% to a high of 10% depending on the product and, in the case of Neupogen, its packaging. Off-invoice discounts, which were used throughout the entire Covered Period, were given to the Defendant Oncology Practices at the time of purchase. A copy of this page from the Amgen 2004/2005 contract sales materials reflecting the “off-invoice” discount structure described above is attached as *Exhibit 3* to this Complaint.

81. In addition, Amgen offered customers that achieved or exceeded their “Volume Target” during the first six months of the contract (March 1, 2004 to August 31, 2004) an additional permanent 5% off-invoice discount on the Covered Drugs for the remainder of the contract term (September 1, 2004 to February 28, 2005). If the customer did not achieve its volume target, the customer would lose the additional, permanent 5% discount forever.

82. The Amgen sales and marketing team set target volumes for its customers based upon a calculation of the customer’s purchases of five drugs – the Covered Drugs as well as Procrit and Leukine. Procrit and Leukine, were not Amgen drugs. Amgen relied on data from the July 1, 2003 through December 31, 2003 and then annualized these figures to set the target volumes using the following formula:

**Dollar value of purchases of Aranesp + Neupogen + Neulasta divided by  
dollar value of purchases Aranesp + Neupogen + Neulasta + Procrit + Leukine.**

Based on this calculation, Amgen set its “Amgen Portfolio Volume Target” levels at the equivalent 50%, 60%, 65%, 70%, 75%, 80% or 85% of Amgen Portfolio Market Share levels. Historical sales levels were considered in setting the particular customer’s volume target, with

that level used as a baseline. Under this scheme, as the customer's "loyalty" to Amgen products increased, so did its total rebates and discounts.

83. During the Covered Period, the Amgen sales and marketing team revised and reissued the APC several times. Relator was privy to each of these revisions and has intimate and direct knowledge of the changes and reasons for the changes made. With each revision, as a rule, Amgen increased the required dollar value of purchases needed simply to retain the same level of financial benefits available under the previous contract. Thus, the Defendant Oncology Practices were constantly provided with significant monetary incentives to increase the dollar value of their purchases of the Covered Drugs to maintain the same level of rebates and other financial benefits achieved under the previous APC.

84. The Amgen marketing and sales team specifically targeted its discounts to increase potential sales as to each of the Defendant Oncology Practice. Amgen provided dramatically different discount incentives to different customers to achieve effective market segmentation. From an economic perspective, Amgen sought to differentiate its customers to maximize sales by differentiating the marginal sales costs for the Covered Drugs to each Defendant Oncology Practice.

85. During the period 2003 to 2006, U.S. sales of Aranesp increased by more than 300%. Total revenues achieved by Amgen from the sales of the Covered Drugs in the United States from 2001 to 2012 exceeded \$47.8 billion. Aranesp accounted for \$15.6 billion of those sales.

86. Aranesp obtained a dramatic increase in sales from nothing to almost \$2.8 billion in annual sales within approximately five (5) years (2001 to 2006). According to Amgen's Annual Reports and 10-K filings, Amgen's U.S. sales of Aranesp were as follows:

2001	\$27 million
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2002	\$284.7 million
2003	\$979.9 million
2004	\$1,533 million
2005	\$2,104 million
2006	\$2,790 million
2007	\$2,154 million
2008	\$1,651 million
2009	\$1,251 million
2010	\$1,103 million
2011	\$986 million

87. Significantly, as sales of Aranesp increased, Procrit sales *did not* decrease proportionate to the growth in Aranesp's sales. Although J&J Services, Inc. does not break out U.S. sales from its international sales, its Annual Reports and Form 10-K filings detail the growth and decline of its sales of epoetin alfa (Procrit) by J&J worldwide:

2001	\$3,426 million (for epoetin alfa internationally) *
2002	\$4,269 million (for epoetin alfa internationally)
2003	\$3,984 million (for epoetin alfa internationally)
2004	\$3,589 million (for epoetin alfa internationally)
2005	\$3,324 million (for epoetin alfa internationally)
2006	\$3,180 million (for epoetin alfa internationally)
2007	\$3,327 million (for epoetin alfa internationally)
2008	\$2,731 million (for epoetin alfa internationally)
2009	\$2,245 million (for epoetin alfa internationally)
2010	\$1,934 million (for epoetin alfa internationally)

2011                    \$1,632 million (for epoetin alfa internationally)

\* 2001 figure is based upon calculations due to lack of a breakdown for epoetin alfa sales in Form 10-K filing.

88. Amgen's increased promotion of Aranesp did not erode its sales of Epogen. U.S. sales data reflected in Amgen's Annual Reports and Form 10-K filings show that Epogen enjoyed healthy sales growth from 2001 to 2006 despite Aranesp's introduction and marketing push:

2001	\$2,108 million
2002	\$2,261 million
2003	\$2,435 million
2004	\$2,601 million
2005	\$2,455 million
2006	\$2,511 million
2007	\$2,489 million
2008	\$2,456 million
2009	\$2,569 million
2010	\$2,524 million
2011	\$2,040 million

89. As the data show, sales of ESAs generally have declined appreciably since their peak combined year of 2006, amid increased scrutiny of their efficacy at high dosage levels and patient safety, as well as the cost of these drugs to Government Healthcare Programs. In 2006, total U.S. sales of Aranesp were \$2.8 billion, the high watermark for the drug. Procrit sales that year were \$3.18 billion – down some \$1.12 billion from Procrit's peak year of 2002. Sales of

Epogen in 2006 were \$2.511 billion, down less than \$100 million from Epogen's peak year of 2004.

90. Amgen's marketing of Aranesp to the Defendant Oncology Practices through the APC did not diminish sales of other ESAs so much as expand the market for ESAs overall.

91. According to a 2012 report prepared for the Senate Special Committee on Aging by the Government Accountability Office ("GAO") entitled "Medicare: High-Expenditure Part B Drugs,"<sup>1</sup> Medicare Part B expenditures for Aranesp in 2010 were \$504 million and for Neulasta in the same period – just a single year – \$888 million. In 2010, Neulasta was the sixth most expensive Medicare Part B drug; Aranesp, for non-ESRD uses, was the seventh most expensive. These figures do not include drug costs paid by Medicaid or by state healthcare programs.

92. According to the 2012 GAO report, spending on Medicare beneficiaries for Aranesp in chemotherapy patients in 2010 accounted for \$504 million of the \$755 million of total insured spending on Aranesp in this patient population – 66.7% of total expenditures. In other words, the United States government paid for two-thirds of all Aranesp used in oncology practices in the United States.

93. For Neupogen, Medicare patient purchases accounted for \$171 million of the \$309 million in total insurance reimbursements in 2010 – 55.5% of all insured spending on Neupogen.

94. For Neulasta, Medicare beneficiaries accounted for 39.4% of all total insurance spending – or \$888 million of \$2,254 million.

95. As these figures show, Medicare and Medicaid have been major payers ("reimburses") of charges associated with the cost of the Covered Drugs. By not reporting the

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<sup>1</sup> Part B covers certain physician, outpatient hospital, laboratory and other services.

actual reduced cost of the Covered Drugs to the Government Healthcare Programs, including Medicare and Medicaid, the Defendant Oncology Practices defrauded the Government Healthcare Programs of significant money with each and every claim for reimbursement they submitted. On information and belief, the combined value of the rebates, off-invoice discounts, and other things of value earned by some of the Defendant Oncology Practices for prescribing and administering the Covered Drugs exceeded 50% of the reported average wholesale price (“AWP”) or the average selling price (“ASP”) of the Covered Drugs as reported by Amgen.

96. The knowing submission by Amgen of false and fraudulent information as to the AWP and ASP of the Covered Drugs, by failing to account for the cost of rebates, off-invoice discounts, and other things of value provided by Amgen to the Defendant Oncology Practices in exchange for their continued and increasing purchases of the Covered Drugs, combined with their own knowing submission of false and fraudulent claims for reimbursement of the cost of the Covered Drugs by the Defendant Oncology Practices to Government Healthcare Programs, which also failed to account for the rebates, off-invoice discounts and other things of value that the Defendant Oncology Practices received from Amgen based upon their purchase of the Covered Drugs, caused Government Healthcare Programs to “over-reimburse” the Defendant Oncology Practices for the cost of the Covered Drugs, thereby diminishing the ability of these programs to provide appropriate services and benefits to U.S. citizens who are entitled by law to such services and benefits, and imposing an unnecessary and unjustified fiscal burden upon the nation. From 2004 to 2011 alone, the Defendant Oncology Practices submitted claims for and received over-reimbursements from Government Healthcare Programs in excess of \$4,000,000,000.

97. From 2001 through 2011 and, on information and belief, continuing to 2020, Amgen failed to include the cost of the rebates, off-invoice discounts, and other economic

incentives provided to the Defendant Oncology Practices in exchange for their purchase of the Covered Drugs, in its calculation of the AWP and the ASP of the Covered Drugs. Likewise, from 2001 through 2011 and, on information and belief, continuing to 2020, the Defendant Oncology Practices did not report receipt of any post-sale discounts and other things of value that had the effect of lowering their purchase costs for the Covered Drugs in their claims for reimbursement to Government Healthcare Programs. Thus, the Defendant Oncology Practices received a double benefit: (1) a reimbursement rate that was based upon a supposed cost that was substantially higher than what they actually paid for the drugs, and (2) post-sale discounts, rebates, and other financial incentives and things of value that lowered the actual cost of the drugs to a level substantially below the cost reported to Government Healthcare Programs. For this reason, each and every claim made by a Defendant Oncology Practice to a Government Healthcare Program for the cost of a Covered Drug was false and fraudulent, causing such programs to “reimburse” Defendants for supposed costs that far exceeded their actual paid cost of the Covered Drugs. Equally venal, the scheme resulted in the over-prescribing of the Covered Drugs – particularly Aranesp and Neulasta – by physicians associated with the Defendant Oncology Practices and the excess use or overdosing of patients prescribed these drugs despite documented serious adverse side-effects in some patient populations.

98. According to an estimate by the Institute of Medicine in 2011, Americans incur some \$800 billion in unnecessary health care costs every year. The Institute reported that the three anti-anemia drugs (Procrit, Epogen and Aranesp) have cost the government some \$60 billion since 1989. In 2008, according to data cited by The New England Journal of Medicine, the average annual cost to Medicare to maintain a patient with ESRD on dialysis was \$77,506. 364 N. Engl. J. Med. 593-95 (Feb. 17, 2011).

99. In 2007, *The New York Times* reported that physicians in the United States, as of 2002-2003, used far more ESAs, including Aranesp, in treating anemia than physicians in Europe and in other industrialized countries where physicians had no opportunity to profit from prescribing the drugs. See Berenson, Alex and Andrew Pollack, *Doctors Reap Millions for Anemia Drugs*, N.Y. TIMES (May 9, 2007),

<http://www.nytimes.com/2007/05/09/business/09anemia.html?pagewanted=all> (last visited Sept. 10, 2020). As noted in the *Times* story:

Although the safety debate has heated up only recently [as of 2007], the first sign that the drugs might be dangerous came more than a decade ago. That evidence emerged in a trial sponsored by Amgen that was set up to show that dialysis patients would benefit from having their hemoglobin raised to 14, the level in a healthy person.

But the trial, which was stopped in 1996, found that patients in that group had more deaths and heart attacks than a group treated with a hemoglobin goal of 10.

That trial should have discouraged doctors from using too much epoetin and encouraged Amgen to study the risks further, said Dr. Steven Fishbane, a nephrologist at Winthrop-University Hospital on Long Island.

100. In one comparison patient population, ESRD patients generally served by dialysis clinics, a report by *The Washington Post* noted that the dosages used for ESA treatment in this patient population more than tripled from approximately 6,000 i.u. weekly of Procrit/Epogen in 1990 to more than 20,000 i.u. weekly beginning in 2004. See *Washington Post* (July 19, 2012), at <http://www.washingtonpost.com/wp-srv/business/amgen-anemia-drugs/index.html> (last visited Sept. 8, 2020). According to the *Post* story, ESRD patients in the United States in 2002 received the highest average dose of ESAs of any of the twelve countries studied, at 17,360 i.u. weekly, compared to the next highest country – Belgium with 12,312 i.u. average weekly doses and the lowest dose country, Japan, with an average of 5,297 i.u. weekly. *Id.*

101. Effective January 1, 2011, Medicare revised the way it compensated medical services providers that administer drugs to ESRD patients. The new system is described as a



“bundled” reimbursement system. Providers began receiving a single payment for each patient. This single payment was to cover almost all treatment costs associated with ESRD for the patient. The new system was forecasted to reduce payments to ESRD facilities by 2% overall, in addition to reducing “incentives to overuse profitable, [previously] separately billable drugs,”<sup>2</sup> particularly ESAs, because studies showed that such overuse harms patients.<sup>3</sup> This single “bundled” payment now covers all the resources used in providing outpatient dialysis treatment, including ESA drugs, supplies, and equipment used to administer dialysis at the clinic or at the patient’s home. On information and belief, prescription levels for ESAs in this patient population decreased substantially once the financial incentives to physicians to prescribe the drugs were reduced. Evidence of diminished use of ESAs in the ESRD patient population provides powerful circumstantial evidence that ESAs in general were prescribed in the United States by physicians at higher dosage levels and in a greater proportion of patients than medically necessary as a consequence of the unusual opportunity to individually profit by prescribing increasing amounts of the drugs. Inasmuch as the same financial incentives were present with Defendant Oncology Practices, an inference can be made that these same incentives also caused increased dosages and use of ESAs, including Aranesp, by the Defendant Oncology Practices not based upon medical need, but upon profit motivations.

102. Physicians affiliated with the Defendant Oncology Practices often prescribed Aranesp for use in patients when Procrit or Epogen was the medically indicated preferred treatment option because, by using Aranesp, the practices could and did earn higher profits as a consequence of the discount and rebate structure of the APC and the higher reimbursement levels

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<sup>2</sup> See Fed Reg. 2010; 75:49029-49214 (Aug. 12, 2010).

<sup>3</sup> Besarab A, *et al.*, “*The Effects of Normal as Compared with Low Hematocrit Values in Patients with Cardiac Disease Who Are Receiving Hemodialysis and Epoetin,*” 339 N. Engl. J. Med. 584-90 (1998).

that could be obtained by submitting false and fraudulent claims and information to Government Healthcare Programs.

103. One aspect of the APC relied upon the market power of Neupogen and Neulasta, two of the Covered Drugs to improve sales of Aranesp. Neither Neupogen nor Neulasta faced competition from other drugs for their approved indications, thus, Amgen had no need to encourage sales of these drugs by extending discounts for their purchase. Amgen nevertheless included purchases of these drugs, as well as Aranesp, in its calculation of the level of purchases needed to advance through the various, increasing discount and rebate tiers. Purchases of Neupogen and Neulasta were included in the calculation as a way to boost sales of Aranesp by tying the sales of the weaker product to the two products for which there were no substitutes.<sup>4</sup> Amgen aimed to have all its customers, including the Defendant Oncology Practices, purchasing a one-to-one ratio of Aranesp to Neupogen or Neulasta. By creating this relationship, Amgen created interdependence necessitating continued purchases of the Covered Drugs – in addition to enormous financial incentives – to solidify customer loyalty.

104. FDA rules prohibit drug manufacturers from promoting sales of drugs for off-label uses. Nevertheless, as previously indicated, Amgen promoted Aranesp at higher doses and at intervals different than that approved by the FDA, and for off-label uses that had not been approved by the FDA. On or about December 18, 2012, Amgen pleaded guilty to a criminal

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<sup>4</sup> Neupogen and Neulasta are drugs with no effective substitutes for their approved uses: thus, regardless of whether a customer (in this case, a Defendant Oncology Practice) preferred to use Aranesp or Procrit as its ESA, it would still need to buy Neupogen and Neulasta as white blood cell stimulating agents for patients who needed white blood cell stimulation treatment, which included a high percentage of patients being treated with ESAs. Thus, a customer that chose to use Procrit as its preferred ESA would not obtain any credits toward discounts, rebates, or other incentives from purchasing Neupogen and Neulasta, whereas if it selected Aranesp as its ESA of choice, it would receive such credits. The effect of this sales technique was to provide the Defendant Oncology Practices with a huge incentive to “prefer” Aranesp to Procrit based on the financial benefit to be derived from such a choice.

indictment in the United States District Court for the Eastern District of New York. Amgen was charged with a single misdemeanor count of misbranding Aranesp by promoting it in a way that was inconsistent with the dosage levels and frequency approved by the FDA, as described on the package insert. The plea was accepted the next day.

105. From 2001 through 2011 and, on information and belief, continuing to 2020, the pronounced increase in the use of Aranesp and, to some extent, Neulasta after initiation of the APC program was due to the financial kickbacks and incentives Amgen provided to the Defendant Oncology Practices as part of a “hub and spokes” conspiracy. Through the conspiracy, Amgen and the Defendant Oncology Practices were able to increasing their profits through the increased purchase, use, administration, and billing for the Covered Drugs. The increased purchase and use of the Covered Drugs were entirely motivated by profit, and had no bearing on medical need or patient-driven concerns what so ever.

**C. Overstating Drug Costs to Increase Government Healthcare Program Reimbursements.**

106. Medical services providers that participate in Government Healthcare Programs – including the Defendant Oncology Practices – are required to abide by the laws, rules, and regulations that apply to those programs, including those related to payment or “reimbursement” of the cost of drugs used to treat eligible patients. In order to avoid overcompensating providers for such costs, the laws, rules, and regulations that apply to Government Healthcare Programs to ensure that actual costs are accurately described.

107. During the Covered Period, the Defendants directly or indirectly purchased substantial quantities of the Covered Drugs from Amgen for administration to patients eligible to receive benefits under Government Healthcare Programs. Thereafter, the Defendants sought payment or “reimbursement” from such programs for all or a portion of the cost of the Covered Drugs administered to its covered patients.

108. During the Covered Period, Amgen and the Defendant Oncology Practices knowing engaged in a mutually-beneficial “hub and spokes” conspiracy intended to cause, and actually causing, false and fraudulent information and claims for payment or “reimbursement” for all or a portion of the cost of the Covered Drugs administered to patients eligible to receive benefits under Government Healthcare Programs to be submitted to such programs, including Medicare and Medicaid. Thereafter, based on such false and fraudulent information and claims, the Defendant Oncology Practices were paid or “reimbursed” for all or for a portion of the claimed costs of such drugs by such programs in amounts that exceeded the levels of reimbursement set according to the program rules.

109. As part of the “hub and spokes” scheme, the Defendants knowingly submitted inaccurate data, directly or indirectly, to Government Healthcare Programs showing prices for the Covered Drugs that failed properly to account for discounts, rebates, and other effective price reductions that Amgen provided to the Defendant Oncology Practices under the APC as well as pursuant to other purchase incentive programs. This conduct included deliberate disregard of specific regulations concerning acceptance of rebates and other discounts related to the purchase of the Covered Drugs, as well as conduct designed to conceal this activity from regulatory authorities.

110. At the time the Defendant Oncology Practices engaged in these fraudulent activities, they knew that rebates and other discounts and financial incentives paid by Amgen and accepted by them would cause numerous false claims to be submitted to and paid by Government Healthcare Programs, including Medicare and Medicaid. Had the Defendant Oncology Practices not filed false and fraudulent claims seeking reimbursement of the cost of the Covered Drugs, Government Healthcare Program funds would not have been used to pay, or “reimburse,” the Defendant Oncology Practices for the claimed costs that overstated the actual

cost of the Covered Drugs and that, therefore, exceeded the reimbursement levels that would have applied had the actual cost of the drugs been accurately reported.

**D. Payments for Drugs Furnished by Physicians.**

111. In order to prevent fraud through the use of undisclosed kickbacks that constitute cost reductions, the Government Healthcare Programs, including Medicare and Medicaid, have strict rules governing the manner in which drug costs are calculated and paid, or “reimbursed,” to physicians and physician practice groups, such as the Defendant Oncology Practices.

112. Under Medicare reimbursement rules, drugs furnished by physicians in noninstitutional settings are reimbursable under one of two payment methodologies. Until December 31, 2004, the amount reimbursed for a covered drug depended upon a determination of the AWP.

113. From January 1, 2005 to the present, Medicare reimbursement was subject to a determination of the ASP – and reimbursement rates were set at the Average Sales Price plus a six percent (6%) markup. This reimbursement method is known as the “ASP methodology.” Payment under this methodology is based on the manufacturer’s ASP. The manufacturer’s ASP is calculated by totaling all of a manufacturer’s sales to all purchasers in the United States. From this amount, price concessions are supposed to be subtracted. Price concessions offered on a lagged basis (not given at the time of sale) must be calculated on a rolling average basis and subtracted from total sales.

114. Once the total sales amount for a quarter is calculated, that amount must be divided by the number of units sold in that quarter to arrive at the manufacturer’s ASP. This amount must be calculated for each national drug code (“NDC”) number. Certain sales, such as sales to specified branches of the federal government, state pharmaceutical assistance plans and

other entities, are excluded from the manufacturer's ASP calculation. Sales at nominal prices, which are defined as less than 10% of average manufacturer price, are also excluded.

115. The manufacturer's ASP is used to calculate the payment rate for both single-source drugs and multiple-source drugs. Multiple-source drugs are drugs that are therapeutically equivalent, pharmaceutically equivalent and bioequivalent. Multiple-source drugs are also drugs that shared the same code on October 1, 2003. Single-source drugs are drugs that are not multiple-source drugs, and are sold pursuant to a new drug application approved by the FDA. All "biologicals," which category includes all of the Covered Drugs, are single-source drugs.

116. For single-source drugs, the payment rate is equal to the weighted average of the manufacturer's ASP for all NDCs assigned to the drug's HCPCS code, plus 6%. For multiple source drugs, the payment rate is the weighted average of the manufacturer's ASP for all the drugs assigned to the same HCPCS code, plus 6%. Payments are made to the physician administering the drug. If a physician engages in a group practice, payments are made to the medical practice rather than directly to the physician prescribing the drug.

117. A substantial proportion of the cost of the Covered Drugs manufactured by Amgen are billed to and paid by the federal government and various state governments – including those States that are named as plaintiffs in this civil action – under Government Healthcare Programs. Thus, one effect of the over-prescription of the Covered Drugs has been to impose unnecessary and unjustified costs on Government Healthcare Programs.

118. In the December 19, 2012 Settlement Agreement between the United States and Amgen, the United States made a number of allegations regarding Amgen's manipulation of the ASP. Specifically, the United States alleged that Amgen knowingly and improperly desired to increase the ASP of the Covered Drugs to financially benefit of its customers:

5. During the period from April 30, 2004 to January 1, 2008, Amgen knowingly reported inaccurate Average Sales Prices (“ASP”) for Aranesp, Epogen, Neulasta, and Neupogen by failing to account properly for price concessions, including group purchasing organization volume discounts, prompt pay discounts, cash discounts, free goods that are contingent on any purchase requirement, chargebacks, rebates, and price concessions disguised as *bona fide* service fees, in the calculation of ASP. Amgen employees and agents were directed to explain the profitability of the inaccurate ASP.

6. During the period from April 30, 2004 to September 30, 2011, Amgen knowingly reported inaccurate ASP for Aranesp, Epogen, Neulasta, and Neupogen by failing to account properly for price concessions including rebates, volume discounts and free goods that were contingent on any purchase requirement, referred to in the Complaints as “bundled pricing” and “overfill.” Amgen employees and agents were directed to explain the profitability of the inaccurate ASP.

7. During the period from January 1, 2001 to September 30, 2011, Amgen knowingly reported inaccurate Best Prices and Average Manufacturer Prices for Aranesp, Enbrel, Epogen, Neulasta, Neupogen and Sensipar by failing to include remuneration, specifically in the forms outlined in the Paragraph G.4 Conduct, that was paid to health care providers and that was conditioned on purchase of Amgen products in violation of the Medicaid Rebate Statute, 42 U.S.C. § 1396r-8.

As part of the Settlement Agreement, Amgen did not admit to these allegations.

119. During the Covered Period, the Defendant Oncology Practice were buyers of the Covered Drugs from Amgen and knowingly benefitted from Amgen’s manipulation of the ASP and from the inaccurately reported Best Prices and Average Manufacturer Prices.

120. More broadly, the effect of Amgen’s drug marketing programs aided and abetted the actions of the Defendant Oncology Practices in evading the requirements of Government Healthcare Programs to report to Government Healthcare Programs the true and accurate price – ***taking into account all discounts, rebates and other price concessions*** – at which the Covered Drugs, were sold. Because the Defendant Oncology Practices submitted false and fraudulent claims and information to Government Healthcare Programs, such Programs were defrauded of hundreds of millions of dollars of unjustified drug cost “reimbursements” to the Defendant Oncology Practices during the Covered Period. The Defendant Oncology Practices’ false and

fraudulent claims were usually submitted to Government Healthcare Programs electronically using data management and payment systems such as the Medicare Administrative Contractor System. Through the reimbursement claims, the Defendant Oncology Practices sought and obtained reimbursement for the full cost of the Covered Drugs without accounting for the kickbacks and other financial considerations they received from Amgen as incentives to buy the Covered Drugs that lowered their actual cost of the drugs. From 2001 through 2011 and, on information and belief, continuing to 2020, none of the Defendant Oncology Practices ever apprised any Government Healthcare Program of the fact that they had obtained discounts, rebates, kickbacks and other valuable consideration from Amgen as incentives to purchase the Covered Drugs. By failing to inform Government Healthcare Programs of these payments, the Defendant Oncology Practices obtained reimbursements from such programs that were substantially greater than their actual cost of the Covered Drugs (and substantially lower than the amount sought for reimbursement) thereby defrauding the Government Healthcare Programs, imposing unwarranted costs on such programs and diminishing the capacity of these programs to provide drugs and medical services to persons eligible to receive such benefits. ***As a result, the Defendants defrauded the Government Healthcare Programs of more than \$4 billion dollars from 2004 through 2011 alone.***

**E. Rules on Acceptance of Discounts in Healthcare Services.**

121. In or about 1972, Congress enacted the Medicare and Medicaid Patient Protection Act, 42 U.S.C. § 1320a-7b(b), also known as the “Anti-Kickback Statute,” to provide penalties for certain practices which have long been regarded by professional organizations as unethical, as well as unlawful . . . and which contribute appreciably to the cost of the Medicare and Medicaid programs. H.R. Rep. No. 92-231, 92d Cong., 1st Sess. 108 (1971), reprinted in 1972 U.S.C.C.A.N. 4989, 5093.



122. In or about 1977, Congress amended the Anti-Kickback Statute to prohibit receiving or paying any remuneration to induce referrals and increased the crime's severity from a misdemeanor to a felony with a penalty of \$25,000 and/or five years in jail. *See* Social Security Amendment of 1972, Pub. L. No. 92-603, 241(b) and (c); 42 U.S.C. § 1320a-7b. In so doing, Congress noted that the purpose of the Anti-Kickback Statute was to combat fraud and abuse in medical settings that cheats taxpayers who must ultimately bear the financial burden of misuse of funds . . . diverts from those most in need, the nation's elderly and poor, scarce program dollars that were intended to provide vitally needed quality health services . . . [and] erodes the financial stability of those state and local governments whose budgets are already overextended and who must commit an ever-increasing portion of their financial resources to fulfill the obligations of their medical assistance programs. H.R. Rep. No. 95-393, pt. 2, at 37, reprinted in 1977 U.S.C.C.A.N. 3039, 3047.

123. In or about 1987, Congress again strengthened the Anti-Kickback Statute, this time to ensure that kickbacks masquerading as legitimate transactions did not evade its reach. *See* Medicare-Medicaid Antifraud and Abuse Amendments, Pub. L. No. 95-142, Medicare and Medicaid Patient and Program Protection Act of 1987, Pub. L. No. 100-93.

124. The Anti-Kickback Statute prohibits any person or entity from knowingly and willfully offering to pay or paying any remuneration to another person to induce that person to purchase, order, or recommend any good or item for which payment may be made in whole or in part by a federal health care program, which includes any State health program or health program funded in part by the federal government. 42 U.S.C. §§ 1320a-7b(b), 1320a-7b(f).

125. Generally speaking, discounts for health care items and services are encouraged under Government Healthcare Programs rules. Federal healthcare program regulations specifically approve of discounts, so long as the programs themselves share in the discount

where appropriate, and as appropriate, to the reimbursement methodology. But arrangements in which federal healthcare programs get less than their proportional share of cost-savings on items or services payable by the programs are deemed “seriously abusive.” Such arrangements result in overcharges to the programs and are not protected by either the statutory exception or the regulatory safe harbor for some types of discounts. *See* 64 Fed. Reg. 63526 (Nov. 19, 1999).

126. In or about 1999, the Office of Inspector General of the Department of Health and Human Services (“OIG”), provided specific guidance regarding the requirements for rebates or discounts to qualify for “safe harbor” treatment under the federal Anti-Kickback Statute, 41 U.S.C. § 52. In its Final Rule interpreting the statute, OIG defined certain “safe harbors” for certain types of discounts. 42 C.F.R. 1001.952 (Nov. 19, 1999). The Final Rule also applied to state healthcare programs in virtually all circumstances. *Id.* subpart (h). The Final Rule was in force throughout the Covered Period and applied to all federal healthcare programs.

127. The Anti-Kickback Statute not only prohibits outright bribes and rebate schemes, but also prohibits any payment or other remuneration by a drug company to a physician or other person which has as one of its purposes the inducement of the physician to write prescriptions for the company’s pharmaceutical products or the inducement of the physician to influence or recommend the prescribing of the product.

128. Compliance with the Anti-Kickback Statute is a precondition to participation as a health care provider under a Government Health Care Program, including Medicare and the state Medicaid programs. Moreover, compliance with the Anti-Kickback Statute is a *condition of payment* for drug claims administered by physicians for which Medicare or Medicaid reimbursement is sought.

129. Under 42 U.S.C. § 1395y(a)(1)(A), no payment may be made under the Medicare statute for any expenses incurred for items or services which are not reasonable and necessary for the diagnosis or treatment of illness or injury.

130. The United States Court of Appeals for the Second Circuit has held that, “[s]ince § 1395y(a)(1)(A) *expressly* prohibits payment if a provider fails to comply with its terms, defendants’ submission of the claim forms implicitly certifies compliance with its provision.” *United States ex rel. Mikes v. Straus*, 274 F.3d 687, 701 (2d Cir. 2001) (emphasis in original).

131. Kickbacks are, by definition, not reasonable and necessary for the diagnosis or treatment of illness or injury.

132. FCA liability may be premised on a violation of the Anti-Kickback Statute.

133. The rebates, discounts and other incentives offered by Amgen to certain buyers, including the defendant Oncology Practices, to purchase the Covered Drugs, as described in this Complaint, did not qualify for safe harbor treatment under the Anti-Kickback Statute. In particular, the rebates, discounts and other incentives paid to the defendant Oncology Practices pursuant to the Amgen Portfolio Contract fell outside the safe harbor provisions of the Final Rule because they were not discounts given at the time of sale, and were, thus, required to be reported to Government Healthcare Programs, including Medicare and Medicaid, by the buyer unless the buyer was a “cost reporter,” a Health Maintenance Organization (“HMO”) or a Competitive Medical Plan (“CMP”).

134. As provided in OIG’s Commentary on the Final Rule: “A rebate under our proposal would be defined as any discount not given at the time of sale. Consequently, a rebate transaction would not be covered by the safe harbor if it involves a buyer that is neither a cost reporter nor a HMO or CMP, because for such buyers, all discounts must be given at the time of sale.” 42 C.F.R. 1001.952(h)(1)(ii)(C); *see also* § 1001.952(h)(1)(iii).

135. None of the Defendant Oncology Practices (except for US Oncology) qualified as a “cost reporter,” an “HMO” or a “CMP” under the Final Rule. Thus, 42 C.F.R. 1001.952(h) required the buyers to report fully and accurately any discount not given at the time of sale in accordance with 42 C.F.R. 1001.952(h)(1)(ii)(C) (“The buyer must fully and accurately report the discount in the applicable cost report”).

136. The 42 C.F.R. 1001.952(h)(1)(iii)(B) and other similar provisions contained in 42 C.F.R. 1001.952(h) required that sellers and other offerors of items or services “for which payment may be made in whole or in part” (42 C.F.R. 1001.952(h)) under Medicare, Medicaid, and other Government Healthcare Program rules (here, the Covered Drugs), to apprise buyers of discounts and rebates not qualified for “safe harbor” treatment

137. On information and belief, beginning in or about 2004 and continuing through in or about 2011, the APC contained the following provision:

Participating Eligible Physician Practice agrees that it will *properly disclose and account for any and all discounts and/or rebates earned in connection with the [year] Amgen Portfolio Rebate Program and through its participation under the Group Purchasing Agreement in a way that complies with all applicable federal, state, and local laws and regulations, including without limitation, Section 1128B(b) of the Social Security Act and its implementing regulations*, and shall provide, upon request by the U.S. Department of Health and Human Services, or a state agency any and all information furnished, including, but not limited to information furnished by Amgen concerning the amount or value of any such discount and/or rebate, on products purchased under the Group Purchasing Agreement. Participating Eligible Physician Practice Headquarters represents and warrants that its legally affiliated physician offices and/or satellite clinics, if any, shall comply with any discount reporting obligations they may have in connection with any discounts and/or rebates received under the Group Purchasing Agreement.

(emphasis added.)

138. During the Covered Period, each of the Defendant Oncology Practices accepted rebates, discounts, free drugs (product “overfills”) and other valuable consideration from Amgen as incentives to buy the Covered Drugs, pursuant to the APC and other Amgen purchase

incentive programs. From 2001 through 2011 and, on information and belief, continuing to 2020, none of the defendants ever advised, alerted, reported, or otherwise properly disclosed and accounted for any of the rebates, discounts, and other things of value they received as a part of the purchase and sale of the Covered Drugs from Amgen. The rebates, discounts, product overfills and other incentives earned by the defendant Oncology Practices and provided to them by Amgen during the Covered Period substantially reduced the actual cost of the Covered Drugs to the Defendant Oncology Practices. The rebates, discounts, product overfills, and other incentives earned by the defendant Oncology Practices and provided to them by Amgen during the Covered Period did not qualify for “safe harbor” treatment under Medicare, Medicaid, and other Government Healthcare Program rules.

139. As defined by the APCs entered into by the Defendant Oncology Practices with Amgen, the post-sale rebates, discounts, and other things of value earned by the Defendant Oncology Practices under their respective APCs did not qualify for “safe harbor” protection under OIG guidelines.

140. However, even assuming that the Defendant Oncology Practices might properly receive the post-sale rebates, discounts, and other things of value from Amgen, they failed to report the financial incentives to the Government Healthcare Programs and that the cost of the Covered Drugs had been reduced, thus also constituting fraud from 2001 through 2011 and, on information and belief, continuing to 2020.

141. Amgen provided the Defendant Oncology Practices with overfill, replacement product, and/or samples of Aranesp. These overfills provided additional amounts of the Covered Drugs to the Defendant Oncology Practices for the same cost. Each of the overfills was documented with an “overfill letter” sent by Amgen to the Defendant Oncology Practice, to provide the purchaser documentation in the event of an Occupational Safety and Health

Administration inspection or audit. The overfills had the intended and purposeful effect of reducing the cost of Aranesp to the Defendant Oncology Practices, thereby increasing the profits they earned from administering Aranesp instead of market alternative Procrit.

142. The overfill of Aranesp and samples of the other Covered Drugs accepted by the Defendant Oncology Practices amounted to discounts or rebates that fell outside the OIG guidelines for “safe harbor” treatment. But even if permitted under the OIG “safe harbor” guidelines, on information and belief, none of the Defendant Oncology Practices ever reported the financial incentives, and the value thereof, to Government Healthcare Programs.

143. Relator has personal knowledge that each and every one of the Defendant Oncology Practices entered into one or more APCs and that, through the APCs, the Defendant Oncology Practices received post-sale rebates and discounts. Each and every post-sale rebate or discount, whether in the form of money, products, or other things of value earned by the Defendant Oncology Practices under an APC was based upon the purchase of a Covered Drug during the Covered Period. From 2001 through 2011 and, on information and belief, continuing to 2020, none of the Defendant Oncology Practices or Amgen reported the actual cost of the Covered Drugs during the Covered Period to the appropriate Government Healthcare Program, thus violating the Government Healthcare Program rules and regulations, thereby constituting tens of thousands of false and fraudulent claims.

144. Relator has personal knowledge that each of the Defendant Oncology Practices were fully apprised of how they could achieve over-reimbursement of the costs of the Covered Drugs from Government Healthcare Programs by entering into an APC with Amgen. Under the mutually-beneficial “hub and spokes” scheme, Amgen agreed to provide each of the Defendant Oncology Practices with invoices that fraudulently overstated the Defendant Oncology Practices’ actual paid cost for the Covered Drugs. The invoices overstated the true cost of the Covered

Drugs because they failed to take into account the value of the rebates, discounts, product overfills, and other things of financial value that the Defendant Oncology Practices received for meeting their APC purchase-increase targets. From 2001 through 2011 and, on information and belief, continuing to 2020, neither Amgen nor any individual Defendant Oncology Practice ever reported or otherwise disclosed, either on a current or a lagged basis, to any Government Healthcare Program to which a defendant submitted a claim for “reimbursement” of the cost of a Covered Drug administered to a beneficiary of such program, the money or value of things it received from Amgen in the form of rebates, discounts, product overfills and the like for having met a target purchase goal set under its APC.

145. Each and every claim for reimbursement filed by a Defendant Oncology Practice with a Government Healthcare Program for a Covered Drug administered to a person eligible to receive benefits under any such program during the Covered Period constituted a fraud on such program and upon the United States. Such a claim would not constitute fraud only if the money, products, and other things of value earned by a Defendant Oncology Practice under an APC and paid to it by Amgen were reported to the appropriate Government Healthcare Programs as reductions in the cost of the Covered Drugs administered to such persons.

146. From 2001 through 2011 and, on information and belief, continuing to 2020, during the Covered Period, each Defendant Oncology Practice submitted claims to Government Healthcare Programs for reimbursement of the cost of the Covered Drugs delivered to patients eligible to receive benefits under such programs. Each such claim:

(a) was improperly filed in that (i) the claim was for a medical or other item or service, to wit, a Covered Drug, and the person making the claim knew or should have known that the claim was false or fraudulent in that it failed to report or identify the post-sale rebates, discounts and other things of value earned by the defendant under an APC

and paid to it by Amgen, and (ii) was for a pattern of medical or other items or services, to wit, the Covered Drugs, that were known or should have been known to be not medically necessary, or not medically necessary at the dosage levels at which administered, both in violation of 42 U.S.C. § 1320a–7a;

(b) (i) contained a false statement or representation of a material fact that was made knowing and willfully in an application for a benefit or payment under a Federal health care program (as defined in § 1320a–7a(f)), to wit, a claim that the defendant was entitled to “reimbursement” of a portion of the cost of the Covered Drugs without accounting for the post-sale rebates, discounts and other things of value earned by the defendant under an APC and paid to it by Amgen and (ii) contained statements or representations of material facts for use in determining rights of the defendant to such benefit or payment under a Federal health care program that were knowingly and willfully false, namely, by omission, that the defendant had not received any post-sale rebates, discounts or other things of value from Amgen based upon its purchase of the Covered Drugs during the Covered Period, the effect of which was to reduce the cost to it of the Covered Drugs, in violation of 42 U.S.C. § 1320a- 7b(a)(1) and (2), respectively; and

(c) was improper as it was generated on the basis of kickbacks, bribes, rebates or other remuneration paid to and received by the defendant filing the claim for the purpose of inducing such defendant to order goods, namely, the Covered Drugs, from Amgen to be provided to persons eligible to receive benefits under a Federal health care program, in violation of 42 U.S.C. §§ 1320-7b(b)(1)(A) and 1320-7b(b)(2)(A).

147. Each and every claim submitted by each of the Defendant Oncology Practices to a Government Healthcare Program for reimbursement of the cost of any Covered Drug during the



Covered Period violated 20 C.F.R. § 498, *et seq.* as each such claim contained false statements or representations or omissions or otherwise withheld disclosure of a material fact: (a) the fact that the defendant was induced to purchase the Covered Drugs on the basis of kickbacks, bribes, rebates or other remuneration paid to and received by the defendant, (b) the fact that the claim failed to advise the Government Healthcare Program that the defendant was receiving post-sale rebates, discounts and other things of value from Amgen for its purchase of the Covered Drugs; and (c) the fact that the Covered Drugs that were the subject of the claim were known to be or should have been known to be not medically necessary or not medically necessary at the dosage levels administered, all such claims being relevant for use in determining a right to or amount of benefits under title II or benefits or payments under title VIII or title XVI of the Social Security Act.

**F. Fraudulent Reporting of ASP by Defendant Oncology Practices.**

148. Prior to 2005, the reimbursement rates from the Medicare Part B and Medicaid programs for prescription drugs were based on the manufacturer's average wholesale price, the previously defined AWP of the drug. Since in or about January 2005, Medicare reimbursements for drug costs have been set by reference to the "average sale price," the previously defined ASP of the drug, plus 6%. Both the AWP and the ASP price averages are or were determined by reference actual sales prices in the calendar quarter nearest in time to the quarter ended. Thus, for example, allowable reimbursements in the first quarter of the year, beginning in January, would be based on prices determined by reference to transactions occurring in the third quarter of the prior year.

149. As a direct result of the actions of the Defendant Oncology Practices, as described above, Government Healthcare Programs paid out hundreds of millions of dollars in excess

charges based upon false and fraudulent information and submitted by them, directly or indirectly, to such programs.

150. According to CMS, the payment limit for Aranesp (J code “J1880” for non-ESRD usage) in the first quarter of 2006 was \$2.989/mcg. For the same period, the payment limit for Neulasta (J code “J2505” for injection) was \$2,093.436 for 6 mg. For that same period, the payment limit for Neupogen (J code “J1440” and “J1441”) was \$176.063 for a 300 mcg injection and \$279.354 for a 480 mcg injection.

151. According to CMS, the payment limit for Aranesp (J code “J1880” for non-ESRD usage) in the first quarter of 2013 was \$3.327/mcg. For the same period, the payment limit for Neulasta (J code “J2505” for injection) was \$2,921.116 for 6 mg. For that same period, the payment limit for Neupogen (J code “J1440” and “J1441” for injection) was \$275.685 for a 300 mcg injection and \$435.921 for a 480 mcg injection.

152. According to CMS, the payment limit for Aranesp (J code “J1880” for non-ESRD usage) in the second quarter of 2013 was \$3.334/mcg. For the same period, the payment limit for Neulasta (J code “J2505” for injection) was \$2,940.196 for 6 mg. For the same period, the payment limit for Neupogen (J code “J1440” and “J1441” for injection) was \$277.248 for a 300 mcg injection and \$439.903 for a 480 mcg injection.

153. During the Covered Period, specifically within the seven-year period between January 1, 2006 and January 1, 2013, the maximum reimbursement by CMS for Aranesp increased by 11.3 % (from \$2.989 to \$3.327). During the same period, the maximum reimbursement by CMS for Neulasta increased by 39.5% (from 2,093.436 to \$2,921.116) and by 56% for Neupogen (from \$176.063 to \$275.685 for the 300 mcg injection and from \$279.354 to

154. The maximum reimbursement rate for Aranesp did not increase as rapidly as the maximum reimbursement rate for Neulasta and Neupogen. Nevertheless, by prescribing

Aranesp to be administered at dosing levels that exceeded the levels described in the package insert, the Defendant Oncology Practices increased the revenue they received from Government Healthcare Programs because their reimbursements were not limited to a fixed dosage. From 2001 through 2011 and, on information and belief, continuing to 2020, physicians affiliated with the Defendant Oncology Practices prescribed Aranesp at levels that exceeded the recommended levels in order to maintain the high level of rebates they were receiving from Amgen and to continue receiving “reimbursements” of drug costs from Government Healthcare Programs in excess of the those they would have been entitled to receive had transaction prices included the value of the rebates, discounts, and other monetary and non-monetary inducements that the Defendant Oncology Practices received to over-prescribe the Covered Drugs.

155. Some physicians were surprisingly candid in speaking to Amgen representatives about the purchase incentive programs Amgen sponsored and their motivation for buying and administering large quantities of the Covered Drugs. The following are examples culled from statements that Relator heard directly, or read from notes made by Amgen sales representatives who called upon the physicians, identified:

Dr. Danielle Montgomery and Jack Montgomery (ICON, Jacksonville, FL) (heard directly by Relator): “We are using our Amgen rebates to build our new beach house.”

Jack Montgomery (ICON, Jacksonville, FL): “Amgen rebates are like Christmas four times per year.”

Dr. Abe Cheung (Southeast Georgia Hematology & Oncology, Brunswick, GA): “The rebates are like crack cocaine.”

Dr. Antonio Moran (Southeast Georgia Hematology & Oncology, Brunswick, GA): “Amgen rebates keep my Porsche running.”

Dr. Wayne Keiser (Redwood Regional Oncology in Santa Rosa, CA) (Jim Daly Notes): “They don’t count rebates in deciding if a drug is viable.”

Dr. Lon Smith (South Texas Oncology Hematology, San Antonio, TX) (Jim Daly Notes): “Will need to float any drug ‘loss’ until rebates are paid 6-9 months later. Anything Amgen can do to accelerate rebate payments would be well received.”

Dr. Tom Marsland (ICON, Orange Park, FL) (Jim Daly Notes): “My rebates go to my account in the Caymans. How do you [Amgen] expect us to make any money without hefty rebates.”

Dr. Jeffrey Paonessa (Gulfcoast Oncology Associates, St. Petersburg, FL) (heard by Adriane Lugo): “How do you expect I pay for my yacht?”

Dr. Bruce Feinburg (Georgia Cancer Specialists, Atlanta, GA) (Jim Daly Notes): “Don’t anticipate big changes in first two quarters of 2005. Overall, don’t anticipate a huge change in practices since, ‘docs can still make a great living at a 20% reduction in income, as long as this new level is sustainable.’”

156. Amgen sales and marketing representatives also provided incentives directly to physicians to encourage them to prescribe these Covered Drugs for their Medicare-eligible and Medicaid-eligible patients, effectively lowering the price that they paid for these drugs. These incentives included the same sort of off-invoice discounts, price protection, provision of free goods including product “samples,” drug overfill in vials and an extensive rebate program as described throughout this Complaint.

**G. Defendant Oncology Practices Knew that, by Purchasing the Covered Drugs, they Could Turn a Profit from Submitting False Claims for Over-Reimbursements from Government Healthcare Programs.**

157. Relator, as a leading sales representative and major architect of the APC strategy, is fully apprised based on his own personal knowledge of the following sales strategies and kickbacks offered to and accepted by the Defendant Oncology Practices.

158. Relator, as a member of the Amgen sales and marketing team, entered data and had access to data entered by other Amgen employees regarding the rebates, discounts, and other financial incentives offered to and accepted by the Defendant Oncology Practices in Amgen’s ACIS reporting system.

i. Tying the purchase of Aranesp to the purchase of Neupogen and Neulasta.

159. Under the APC, purchases of Neupogen and Neulasta, in addition to purchases of Aranesp, counted toward the dollar total of a customer's "qualified" purchases necessary to achieve a higher tier in the Amgen discount and rebate structure. By including Neupogen and Neulasta in the discount and rebate scheme, Amgen extended its power in the market for white blood cell stimulating agents, which it had because of Neupogen and Neulasta, to an ESA, Aranesp, known to be inferior to Procrit in the treatment of chemotherapy-induced anemia, contrary to U.S. antitrust law. 15 U.S.C. § 1. *See Ortho Biotech Products, L.P. v. Amgen, Inc.*, Case No. 2:05-cv-04850-SRC-MAS (D.N.J. filed Oct. 11, 2005). Ortho Biotech Products, LP ("Ortho"), a J&J subsidiary, sought a preliminary injunction enjoining Amgen from offering discounts to oncology clinics on the Covered Drugs based on the volume of the products that the oncology clinic purchased. Ortho also sought a permanent injunction enjoining Amgen from offering such discounts at all, and sought money damages. The case was settled by a \$200 million payment from Amgen to Ortho, as announced by Amgen in a press release issued on or about July 11, 2008.

ii. Off-Invoice Discounts.

160. Beginning in or about 2003, Amgen offered customers, including the Defendant Oncology Practices, lower bottom-line prices for the Covered Drugs and, by reducing the cost of these drugs through the use of a post-sale, "off-invoice" discount, which provided a way for the Defendants to increase their revenues and profits simply by failing to account for these discounts in their submission of claims for payment, or "reimbursement," of the cost of the Covered Drugs used to treat patients eligible for benefits under Government Healthcare Programs.

161. By providing the Defendants with invoices that did not represent the actual cost of the Covered Drugs, Amgen facilitated Defendants' submission of fraudulent reimbursement

claims to Government Healthcare Programs that were based upon the invoice amount, not the actual cost of the Covered Drugs. Amgen provided Defendants with physical invoices that intentionally misstated the actual cost of the Covered Drugs, solely to provide Defendants with a false indicator of the price they paid for the drugs in the event of an audit.

162. From 2001 through 2011 and, on information and belief, continuing to 2020, the Defendant Oncology Practices filed false and fraudulent claims for reimbursement to Government Healthcare Programs based upon invoices supplied by Amgen for the Covered Drugs that overstated the actual cost of these drugs to them and, based on these false and fraudulent claims, the defendants obtained excess “reimbursement” of the actual cost of the Covered Drugs used to treat eligible patients from Government Healthcare Programs.

163. In or about March 2008, Amgen and a number of other drug companies settled litigation brought against them by a variety of consumers and insurance companies. *See In re: Pharmaceutical Industry Average Wholesale Price Litigation*, M.D.L. No. 1456 No. 01-12257 (D. Mass). Consumers and insurance companies alleged that the drug companies were fraudulently inflating published average wholesale drug prices. Those wholesale prices led to higher consumer and insurance company payments for branded and generic drugs used to treat serious illnesses like cancer and HIV.

iii. Use of overfill.

164. “Overfill” is the provision of extra product to the customer. When a product is delivered in a vial, as was true in the case of the Covered Drugs, the vial is filled beyond the amount shown on the invoice. The significance of having an “extra” amount of the drug to a physician, a medical services provider or other buyer that administers the drug is that the extra, unaccounted-for amount of the drug can be administered to a patient and the patient or a third-

party payer, including a Government Healthcare Program, charged for the amount of the drug administered, even if the drug was provided to the medical services provider free of charge.

165. Beginning with the approval of Aranesp for treatment of CRF in 2001, the Amgen sales and marketing team, to increase physician preferences for the Covered Drugs, and thereby to increase sales of these drugs, began providing customers with extra quantities of Aranesp at no charge. This practice of providing extra quantities of Aranesp in vials for no charge continued with the approval of Aranesp for chemotherapy-induced anemia for the oncology market in 2002. This practice of overfilling vials was also used by Amgen for Neupogen, beginning with its launch in February 1991.

166. By providing customers with amounts of the Covered Drugs greater than reflected on invoices, the Amgen sales and marketing team intended to encourage customers to prefer Amgen products over potential substitute products, in the case of Aranesp, and to increase the quantities of the Covered Drugs sold to customers.

167. The “overfill” program benefitted the Defendant Oncology Practices by reducing the effective cost of the Covered Drugs to them in a way that could not readily be detected by Government Healthcare Program administrators. This facilitated their ability to avoid reporting this financially valuable but non-monetary discount to government-funded healthcare programs, yet provided them with the opportunity to earn greater profits from the purchase of the Covered Drugs.

168. The “overfill” program benefitted the Defendant Oncology Practices by reducing the effective cost of the Covered Drugs to them in a way that could not readily be detected by Government Healthcare Program administrators. This facilitated their ability to avoid reporting this financially valuable but non-monetary discount to government-funded healthcare programs,

yet provided them with the opportunity to earn greater profits from the purchase of the Covered Drugs.

169. The “overfill” program was intended to, and did, allow the Defendants to administer the Covered Drugs they received “for free” to patients. The patients or, more frequently, third-party payers, principally Government Healthcare Programs and insurance companies, were then billed for the drugs based on the volume of the drug administered, not its cost, as there was no cost for the extra “overfill” amount. The claims filed by the Defendant Oncology Practices to Government Healthcare Programs for the Covered Drugs exceeded the actual cost of the drugs to them, inasmuch as delivering extra, unaccounted-for drugs with a drug order effectively lowered the cost of the drugs on a per-unit basis.

170. From 2001 through 2011 and, on information and belief, continuing to 2020, Defendant Oncology Practices benefitted substantially from the overfill program, while costing Government Healthcare Programs additional money. For example, assume the case of a hypothetical 500 mcg vial of Aranesp in 2006 – the size of vial which accounted for a substantial percentage of Aranesp sales. Assuming a 20% overfill, which is consistent with marketing materials the Relator received from Amgen’s marketing department as to the average amount of overfill in Amgen-supplied vials of the Covered Drugs, the vial would contain approximately 100 mcg of “overfill.” This 100 mcg of Aranesp would then be available to a defendant to administer to patients, providing the defendant with an opportunity to earn an extra \$298.90, the amount a practice would earn in Medicare-billable profit from a single administration of the drug to a single patient, according to the CMS advisory on the maximum billing allowed in the first quarter of 2006. Further, of course, as the maximum reimbursement rate for Aranesp increased over time, so did the profit a defendant could earn in billing Medicare, Medicaid or other Government Healthcare Programs for the overfill.



171. By way of further explanation, assuming the same 500 mcg vial and that each of five patients was administered a single 100 mcg dose of Aranesp, each patient or her third-party payer, such as a Government Healthcare Program, would be billed for one-fifth of the cost of the vial. But because, in this example, the vial actually contained 600 mcg, a sixth 100 mcg dose could be administered to a sixth patient and billed to that patient or his third-party payer. The medical services provider would have paid nothing for the extra 100mcg dose and, as a result, the income collected on the sixth dose would be pure profit.

172. Similarly, with respect to Neupogen, in a hypothetical case, a physician might dose an average size person (70 kg or 154 lbs.) with a 350 mcg dose, but, because of the limited number of dispenser sizes, would need to draw this dose from a 480 mcg vial. Since a 480 mcg vial would actually contain 530 mcg of Neupogen, however, after administering the 350 mcg dose, the physician or the medical services provider would still have 180 mcg ( $480 - 350 + 50$ ) of the drug left. That 180 mcg could then be administered to another patient and billed to a third-party payer without any additional cost.

iv. Price protection.

173. During the Covered Period, Amgen generally initiated one or two price increases per year on most products. These increases were usually in the range of 5%. But, in order to increase sales, the Amgen sales and marketing team allowed current customers, including the defendant Oncology Practices, to continue purchasing the Covered Drugs and other products at the “old” price until the date of next price increase.

174. Price protection had at least two specific benefits for Amgen customers who had entered in to APCs. First, it allowed customers, including the defendant Oncology Practices, to purchase certain drugs, including the Covered Drugs, at the “old” price longer after a price increase had been announced and implemented. Second, it increased the size and value of drug

cost “reimbursements” defendants could realize from Government Healthcare Programs. This effect stemmed from the fact that, as Amgen’s ASP increased, the reimbursement rates of Government Healthcare Programs also increased, to adjust for the higher supposed higher ASP, whereas the actual cost of the Covered Drugs to the defendants did not increase.

175. The Amgen sales and marketing team took steps to ensure that its price increase announcement would be published in industry publications, such as the Red Book – which tracked all drug industry price changes and which Amgen knew was relied on by Government Healthcare Programs for drug pricing data. Through the Red Book, and via other means, Amgen began reporting a new, higher ASP for the Covered Drugs to Government Healthcare Programs, based on the price increase, even though only a small fraction, if any, of its drug sales were made at that price. Knowing that Amgen’s reported ASP did not accurately reflect the actual selling price of the Covered Drugs, the defendants nevertheless submitted claims for payment, or “reimbursement,” of their drug costs, to Government Healthcare Programs that failed to account for the fact that Amgen’s claimed ASP did not accurately reflect the price paid and, therefore, were false and fraudulent.

v. Free goods.

176. Amgen supplied free goods and samples to the defendant Oncology Practices and other customers as a way to drive sales and to reduce the effective cost of the Covered Drugs to the Defendant Oncology Practices. Each Amgen sales representative, including Relator, had \$50,000 in free goods to use to promote the sale of each drug within his/her portfolio. More than that amount of money was usually readily available to the sales representative from Amgen, upon request. The sales force was encouraged by Amgen to dole out “free samples” of Amgen drugs to customers. Physicians and practice groups that received these “gifts” were then free to administer the drugs to patients, charging the patient or a third-party payer, such as a

Government Healthcare Program, the full, ordinary (claimed) cost of the drug, with the revenue derived from such sales being pure profit.

177. These free goods, or spoils, reduced the effective price of the Covered Drugs and other drugs to the defendants. Relator is informed through his direct communications with Defendants and other members of the Amgen sales and marketing team, and believes, and thereon alleges that the Defendants did not, in submitting claims for payment, or “reimbursement,” of drug costs to Government Healthcare Programs, report that these drugs had been supplied to them at no cost or used the fact that they had no cost in reducing their average cost of a drug during a calendar quarter or any other relevant period of time.

vi. Marketing the spread.

178. Rebates and discounts under the Amgen sales program varied depending upon customer-specific increases in purchase volumes of the Covered Drugs. The greater the increase in the purchases of the Covered Drugs, the greater the level of kickbacks the customer – *i.e.* each of the Defendant Oncology Practices – would directly receive. Each of the Defendant Oncology Practices directly received and pocketed the endless kickbacks as described above.

179. Since in or around 2004, Relator and the whole Amgen sales and marketing team used the “Discount & Rebate Estimator” or “Estimator,” a calculation tool provided by Amgen, to show customers the total value of the discounts, rebates, and kickbacks under certain assumptions compared to the actual cost of the Covered Drugs to the customer once the reimbursement the customer could receive from Medicare or other Government Healthcare Program. Generally speaking, such Government Healthcare Programs were set up to cover 80% of the medical services provider’s costs with the patient providing a 20% co-pay. Relator was part of designing and pioneering the technique known as “marketing the spread” or “marketing to spread,” which presents a prospective customer a with hypothetical, but realistic, set of figures

showing how specific increases in the volume of purchases of a drug or drugs by the customer would result provide the customer with certain rebate, discount, and kickback levels, allowing the customer to obtain reimbursement from the government-sponsored healthcare program, when such rebates and discounts are taken into account, in excess of the customer's actual cost. A medical practice that is reimbursed for more than the percentage of the charge to which it would be entitled under program rules is said to have been "over-reimbursed."

180. Amgen representatives used the term "over-reimbursement" when marketing the spread to each of the Oncology Practice Defendants, advising them that, as they achieved, certain target levels of purchases, they would be able to obtain over-reimbursement of their actual costs from Government Healthcare Programs – thus making a profit. From 2004 through 2011 alone, the Defendant Oncology Practices received more than \$4,000,000,000 in over-reimbursements from Government Healthcare Programs as a result of nothing else but raising their bottom lines – *i.e.* profit.

181. In marketing the Covered Drugs to the Oncology Practice defendants, Relator followed the instructions he was given by Amgen management, in particular, by Joe Turgeon, Cynthia Schwalm, George Morrow, Jim Daly, Bobby Fralin, and others.

182. None of the Defendant Oncology Practice to whom Relator marketed the Covered Drugs ever asked Relator whether they had an obligation under their APC to report value of the rebates, discounts, and other things of value they earned and received by increasing their purchases of the Covered Drugs to the Government Healthcare Programs from which they sought reimbursement of the "cost" of such drugs as a reduction in such cost pursuant to the provision in their APC, as reflected in paragraph 137 of this Complaint and repeated below:

Participating Eligible Physician Practice agrees that it will *properly disclose and account for any and all discounts and/or rebates earned in connection with the [year] Amgen Portfolio Rebate Program and through its participation under the Group Purchasing Agreement in a way that complies with all applicable federal, state, and local*

*laws and regulations, including without limitation, Section 1128B(b) of the Social Security Act and its implementing regulations, and shall provide, upon request by the U.S. Department of Health and Human Services, or a state agency any and all information furnished, including, but not limited to information furnished by Amgen concerning the amount or value of any such discount and/or rebate, on products purchased under the Group Purchasing Agreement. Participating Eligible Physician Practice Headquarters represents and warrants that its legally affiliated physician offices and/or satellite clinics, if any, shall comply with any discount reporting obligations they may have in connection with any discounts and/or rebates received under the Group Purchasing Agreement.*

(Emphasis added.)

Amgen sales representatives were instructed to inform Oncology Practices that such reporting “would be taken care of” despite the express provision of the APC reflected above.

183. As discussed below, through each of Relator’s interactions with the Defendant Oncology Practices, they were all highly motivated to purchase the Covered Drugs based not upon their efficacy in general or for a specific patient, but based solely upon the profit that could be generated from administering the drug to a patient and obtaining over-reimbursements from Government Healthcare Programs.

184. Based on statements made to Relator by representatives of the Defendant Oncology Practices, the drug purchasing decisions of these entities were heavily influenced by Amgen’s practice of “marketing the spread” and by the profit opportunities afforded by the APC: USOS; Integrated Community Oncology Network, LLC (“ICON”); Florida Oncology Associates (ICON); Gulfcoast Oncology Associates (ICON); Florida Cancer Specialists; Regional Consultants in Hematology and Oncology; and Georgia Cancer Specialists.

185. Each of the Defendant Oncology Practices could be “over-reimbursed” for its cost of a Covered Drug under a Government Healthcare Program only by failing to report the rebates, discounts, kickbacks, and other remuneration received as incentives to purchase the Covered Drugs in increasing amounts.

186. The Defendant Oncology Practices would not have rapidly increased their purchases of the Covered Drugs had the prescribing physicians not understood the profit-making rationale and potential of administering the Covered Drugs. Differently stated, the Defendant Oncology Practices made exponentially larger purchases of the Covered Drugs over a very short time period because they knew they would be making a profit from the Amgen kickbacks and Government Healthcare Program over-reimbursements.

187. The Defendant Oncology Practices knew that, at the levels ordered and administered, Aranesp was not medically necessary. Defendant Oncology Practices knew or should have known that Aranesp had dangerous and potentially lethal side effects.

188. The practice of “marketing the spread,” coupled with the false and fraudulent claims filed by the Defendant Oncology Practices, caused Government Healthcare Programs to pay out substantial sums of money to the defendants as drug cost “reimbursements” that exceeded the amounts that should properly have been paid out pursuant to laws, rules and regulations covering reimbursement rates for Government Healthcare Programs.

189. In or about October 2004, the Amgen sales and marketing team launched an aggressive campaign, named after one of the lead sales representatives – the George Marrow Blitz. The Blitz was a crucial marketing effort to enroll as many oncology practices as possible on APCs. The primary purpose of the Blitz was to get feedback from Amgen’s largest and most influential customers – including many of the Defendant Oncology Practices – to see how best illustrate for practitioners that their continued purchases of larger quantities of the Covered Drugs would also allow them to see greater profits for their own practices. Amgen sales and marketing representatives met with oncology practices around the country – including each of the Defendant Oncology Practices – and presented them with strong financial incentives, in the form of kickbacks and promises of future profitability, to prescribe their patients on Aranesp

whether they needed it or not. The primary take-away from the Blitz was that the Defendant Oncology Practices wanted more rebates and quicker.

190. The Defendant Oncology Practices knew that the more they prescribed Aranesp, the more lucrative rebates and discounts they could receive, and thus the more profit they could turn from Government Healthcare Program reimbursements. The APC contracts offered to the Defendant Oncology Practices bundled Aranesp with Neulasta or Neupogen. During the Blitz, the Defendant Oncology Practices universally focused on the subjects of on rebates, discounts, kickbacks, and the potential to make a profit from Government Healthcare Program reimbursements – i.e. the lucrative profit-making ability of buying the Covered Drugs for a discounted price and submitting fraudulent claims for reimbursements for the full-cost.

191. Though his own participation in the Blitz, Relator learned that the Defendant Oncology Practices viewed the rebates and discounts as an extra incentive, “frosting on the cake,” to sign on to an APC. The Defendant Oncology Practices were already making a significant profit from reimbursement checks, which they received every two weeks. Even without the rebates and discounts, the Defendant Oncology Practices had a 20% return on their money every fourteen days. Some oncology practices earned 70% of its total gross revenues from administering the Covered Drugs. They could then earn an additional 60% return on their purchases of the Covered Drugs every forty-five days that the practice did not report to the Government Healthcare Program. From 2004 through 2011 alone, the Defendant Oncology Practices received more than \$4,000,000,000 in over-reimbursements from Government Healthcare Programs.

vii. Other improper financial incentives provided to oncology practices.

192. During the Covered Period, Amgen provided the Defendant Oncology Practices with numerous additional financial incentives to influence the Defendant Oncology Practices’

selection and utilization of the Covered Drugs regardless of medical necessity. These incentives included, but were not limited to, sham honoraria constituting improper and fraudulent kickbacks to the defendants or to their owners, employees or agents.

193. One incentive Amgen offered was free dinners for the physician and his/her family, plus an honorarium to the physician for attending the event. Relator organized, or was apprised of the organization of, these events for the Defendant Oncology Practices to attend. Although billed as “roundtable discussions” at which medical issues were discussed, it was often the case that no medical discussions took place. At these roundtable discussions, the physician received a check from the Amgen sales and marketing team of up to \$1,000 for simply showing up.

194. Physicians affiliated with Defendants Florida Cancer Specialists, Gulfcoast Oncology Associates and ICON all accepted sham honoraria. Specifically, sham honoraria were provided to and accepted by Dr. Jeffrey Paonessa, Dr. Joel Stone and Dr. Thomas Marsland, of the three referenced Defendant Oncology Practices, respectively. The sham honoraria enticed practitioners and their practice groups to engage in collusion with Amgen and to begin accepting kickbacks in earnest.

195. Amgen also marketed the Covered Drugs by arranging for employees of medical services providers, including employees of the Defendant Oncology Practices, to attend “reimbursement roundtables.” Members of the Amgen sales and marketing team, including Relator, organized the roundtables for their assigned customers, sent out invitations for and attended the roundtables. These events did not involve discussion of “reimbursement” procedures. Instead, the sole purpose was for members of Amgen’s sales staff to ingratiate themselves with the staff of the Defendant Oncology Practices. These roundtables often featured meals with minimal discussion, if any at all, of how to bill for Amgen products.



196. The Defendant Oncology Practices failed to disclose these improper financial incentives to Government Healthcare Programs that provided payment, or “reimbursement,” of the cost of the Covered Drugs administered to eligible patients, even though the effect of the honoraria was to decrease the effective prices these Defendant Oncology Practices paid for the Covered Products.

197. The Defendant Oncology Practices had an obligation not to allow financial inducements to affect patient treatment decisions. From 2001 through 2011 and, on information and belief, continuing to 2020, the honoraria and other financial inducements did just so: Patients who relied on their physicians to exercise their best medical judgment regarding treatments to improve their health were not treated as human beings to whom the physicians owed an ethical duty of care, but as objects through which the Defendant Oncology Practices could fatten their financial bottom lines.

198. The “free” goods, drug “overfills,” sham honoraria, fraudulent “roundtable discussions” at which relevant medical topics were not discussed, fraudulent “reimbursement roundtables” at which issues related to reimbursement were not discussed, rebates, discounts, price protection and things of value provided by Amgen to the Defendant Oncology Practices, and that were tied to their purchase of the Covered Drugs during the Covered Period, constituted improper and fraudulent kickbacks to induce the Defendant Oncology Practices to purchase the Covered Drugs, in violation of the federal anti-kickback statute. 42 U.S.C. § 1320a-7b.

viii. Use for off-label indications due to marketing and promotion.

199. During the Covered Period, in order to increase sales, Amgen promoted the off-label sale and use of Aranesp to the Defendant Oncology Practices. For oncology purposes, Aranesp was approved by the FDA only for the treatment of chemotherapy-induced anemia. Other ESAs, including Procrit and Epogen, had other FDA-approved non-oncology indications.

200. Aranesp had only the one approved indication for oncology, which limited its potential customer markets. To overcome this limitation, Amgen management directed and supported the off-label use of Aranesp, including for treatment of anemia in Zidovudine-treated HIV patients, reduction of allogeneic blood transfusions in surgery patients, anemia of cancer and myelodysplastic syndromes.

201. Amgen provided oncology sales representatives a “proof source book” that included extensive “off label” marketing materials for a range of different uses. Although numerous warnings stated that the book was for “information purposes only,” the purpose of the book was to enable Amgen’s sales representatives to market Aranesp “off label” and thereby to encourage doctors to prescribe and use Aranesp for a host of medical indications for which FDA approval had not been given.

202. From 2001 through 2011 and, on information and belief, continuing to 2020, the Defendant Oncology Practices, based in part on Amgen’s illegal and fraudulent off-label promotion of Aranesp, purchased and administered Aranesp for non-approved uses. Defendant Oncology Practices used Aranesp not out of appropriate treatment concerns and or beliefs of medical efficacy. Instead, Defendant Oncology Practices used Aranesp principally because of Amgen rebates and discounts they could receive pursuant to the APCs and the profits they could earn from over-reimbursements from Government Healthcare Programs.

ix. Defendants’ fraudulent activities have threatened public health and safety.

203. As alleged herein, studies have linked the use of anti-anemia drugs, such as Aranesp and Epogen to cardiovascular incidents, including death and faster tumor growth. This Complaint also alleges that, in 2007, the FDA added a black box warning cautioning about the use of erythropoiesis-stimulating agents in cancer patients receiving chemotherapy or not receiving chemotherapy and advising that the medications should be administered at the lowest

dose possible in order to bring red blood cell counts to a level just below the level at which blood transfusions would not be recommended.

204. During the Covered Period, the Defendant Oncology Practices accepted rebates, discounts and other incentives, including kickbacks, from Amgen to purchase the Covered Drugs. Acceptance of those incentives caused the Defendant Oncology Practices to search for and find reasons to buy these drugs and to administer them to patients, despite their being medically unnecessary and even dangerous to patient health.

205. Dr. Abe Cheung, a physician affiliated with Defendant Southeast Georgia Hematology & Oncology who regularly accepted financial incentives from Amgen in return for purchasing the Covered Drugs, stated in a conversation overheard by Relator: “Yes, we use Aranesp and Neulasta and some of our patients actually need it.”

206. Dr. Joel Stone, a physician affiliated with Defendant ICON who routinely accepted financial incentives from Amgen in return for purchasing the Covered Drugs, stated in a conversation overheard by Relator: “Yes, the patient only has six more months to live, and that’s six more months we can bill Medicare.”

207. In 2012, *The Washington Post* detailed the story of Jim Lenox, a 54-year-old cancer patient who allegedly died as the result of unnecessary ESA injections. Whoriskey, Peter, *Anemia drug made billions, but at what cost?*, WASHINGTON POST (July 19, 2012), at [https://www.washingtonpost.com/business/economy/anemia-drug-made-billions-but-at-what-cost/2012/07/19/gIQAX5yqwW\\_story.html](https://www.washingtonpost.com/business/economy/anemia-drug-made-billions-but-at-what-cost/2012/07/19/gIQAX5yqwW_story.html) (last visited Sept. 8, 2020). *The Post* also reported that, from 2006 to 2011, Amgen spent more than \$10 million a year on lobbying efforts in Washington. *Id.*

208. Amgen’s political influence is well known in Washington. *The New York Times* reported in an article from January 2013 that Amgen has 74 lobbyists on staff. As an example of

Amgen's political influence, press reports have noted that buried in the "fiscal cliff" negotiations that were concluded in early January 2013, Amgen was able to obtain a two-year delay for a set of Medicare price restraints for a class of drugs, including its Sensipar drug, used by kidney dialysis patients. This two-year delay – achieved on top of a previous two-year delay – was expected to cost Medicare \$500 million. Lipton, Eric and Kevin Sack, *Fiscal Footnote: Big Senate Gift to Drug Maker*, N.Y. TIMES (Jan. 19, 2013) at <https://www.nytimes.com/2013/01/20/us/medicare-pricing-delay-is-political-win-for-amgen-drug-maker.html> (last visited Sept. 8, 2020) ("Just two weeks after pleading guilty in a major federal fraud case, Amgen, the world's largest biotechnology firm, scored a largely unnoticed coup on Capitol Hill: Lawmakers inserted a paragraph into the 'fiscal cliff' bill that did not mention the company by name but strongly favored one of its drugs.")

**I. Defendants' overprescribing the Covered Drugs and fraudulent reporting to Government Healthcare Programs.**

209. Physicians affiliated with the Defendant Oncology Practices, for the reasons described, over-prescribed the Covered Drugs. As evidenced by raw sales data available to Relator in the course and scope of his employment with Amgen, the Defendant Oncology Practices purchased exponentially increasing amounts of the Covered Drugs over the duration of the Covered Period, in some cases increasing by more than thirty times over five years. All the while, the rate of cancer diagnoses in the United States increase at a rate of only 2% *per annum*. By prescribing the Covered Drugs to their patients, the Defendant Oncology Practices received reimbursements from Medicare every fourteen days.

210. The result of such over-prescribing was not always benign. Strokes and death could and did occur. These costs, unlike the financial costs imposed on the nation's healthcare systems, cannot be measured in dollars and cents. They may, however, be measured in negative patient outcomes, which were not uncommon. While individual physicians were making

literally millions of dollars from overprescribing and overusing the Covered Drugs to climb higher and higher into the Amgen Portfolio Contract tier structure to earn greater rebates, desperate and vulnerable patients were harmed. At best, patients did not receive a medical benefit justifying the use of these Covered Drugs at the doses patients often received.

211. At least as early as 2005, physicians knew or should have known that Aranesp was a very dangerous drug and that it performed less well in important treatment criteria than Procrit. In that year, a study by Dr. Roger Waltzman, St. Vincent's Comprehensive Cancer Center (New York), and others, comparing the efficacy of epoetin alfa to darbepoetin alfa in anemic patients with cancer receiving chemotherapy, concluded that epoetin alfa was preferable to darbepoetin alfa for two reasons: (1) epoetin alfa (Procrit) showed an earlier hematologic response than darbepoetin alfa (Aranesp) and; (2) blood transfusion intensity, although not frequency, was significantly lower for patients being treated with epoetin alfa (Procrit) at the dosage levels tested, which were consistent with those most commonly used in clinical practice and with recommendations in published guidelines regarding use of these agents. In other words, with respect to the first measure, Procrit worked faster in increasing red blood cells circulating in the patient's blood stream than Aranesp, the median time for Procrit to get a significant response being 35 days to Aranesp's 46 days; and, with respect to the second measure, Procrit patients did not need as much blood to be transfused, on average, as patients on Aranesp in the study period: only 2.6 units vs. 3.9 units for patients on Aranesp.

212. On or about December 16, 2006, Amgen advised the FDA of the results of the so-called "DAHANCA 10" clinical trial. The trial had been stopped prematurely in approximately October 2006. The preliminary data released to the FDA from this study showed a significantly greater number of adverse events, up to and including death, for those on Aranesp versus the control placebo group.

213. On or about January 26, 2007, Amgen sent a “dear physician” letter to the oncology medical community advising that a large, multicenter, randomized, placebo-controlled study showed that use of Aranesp was ineffective in reducing the number of red blood cell transfusions or the level of fatigue in patients with cancer who had anemia not due to concurrent chemotherapy. The letter also stated that the study showed higher mortality in patients receiving Aranesp than in the placebo group.

214. On February 16, 2007, the FDA notified healthcare professionals of the results from a large clinical trial evaluating use of darbepoetin alfa to treat anemia in cancer patients not receiving chemotherapy. In this study, patients received either Aranesp (darbepoetin alfa), according to the approved dosing regimen or a placebo. Patients treated with Aranesp had a higher death rate and no reduction in the need for transfusions compared to those treated with the placebo. The FDA announcement also noted that the findings in the Aranesp study may apply to other ESAs. Additionally, the findings showed that treating anemic cancer patients not currently on chemotherapy with an ESA may offer no benefit and may cause serious harm.

215. In an update to its February 16 warning, on March 9, 2007, the FDA notified healthcare professionals of new safety information for Aranesp (darbepoetin alfa), Epogen (epoetin alfa) and Procrit (epoetin alfa). The FDA advised that four new studies in patients with cancer found a higher chance of serious and life-threatening side effects or death with the use of ESAs. The research studies were evaluating an unapproved dosing regimen, a patient population for which ESAs were not approved, or a new unapproved ESA. FDA advised that it had required changes in the full prescribing information for Aranesp, Epogen and Procrit to include a new boxed warning, updated warnings and a change to the dosage and administration sections for all ESAs.

216. The March 2007 FDA advisory recommended caution in using ESAs in cancer patients whether or not they were receiving chemotherapy; it also indicated a lack of clinical evidence to support improvements in quality of life or transfusion requirements in patients being administered these drugs – claims that had been made by Amgen for Aranesp and Epogen.

217. The March 2007 FDA advisory further cautioned physicians that ESAs should be administered at the lowest possible dose needed to bring red blood cell counts up to a level just within the limit necessary to avoid transfusions. As previously alleged, ESAs in general were prescribed in the United States by physicians at higher dosage levels and to a greater proportion of patients than medical necessary as a consequence of the unusual opportunity to profit by prescribing increasing amounts of the drugs. Amgen's tiered rewards system encouraged physicians to dose patients at the highest levels they could tolerate.

218. In November 2007, additional "black box" warnings were included on the label for Aranesp at the request of the FDA. The FDA's black box warning was prompted by linkages between Aranesp and cardiovascular incidents and between Aranesp and faster tumor growth. The new labeling emphasized "that there are no data from controlled trials demonstrating that ESAs improve symptoms of anemia, quality of life, fatigue, or patient well-being for patients with cancer or for patients with HIV undergoing AZT therapy."

219. In December 2008, the FDA posted on its Website, an advisory notice as a medication guide regarding the use of ESAs. The advisory noted that use of ESAs can lead to serious side effects "which may result in death" and that some of these side effects are more likely to happen if the patient has cancer or CRF. In patients with all types of cancer for which ESA use is approved, the advisory warned (a) that "the tumor may grow faster and the patient may die sooner when ESA treatment is used," (b) that "ESAs have not been shown to improve the symptoms of anemia, quality of life, fatigue, or well-being for patients with cancer," and, for

that reason, “should be used only to reduce the chance that a patient with low red blood counts (anemia) will get a blood transfusion” and, finally, (c) that “[t]reatment with an ESA should be stopped when chemotherapy treatment is finished.”

220. A physician has an ethical duty not to prescribe a drug for a patient unless use of the drug is warranted by medical necessity. Under Medicare and Medicaid definitions, medical necessity means “reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member . . .” 42 U.S.C. § 1395y.

221. From 2001 through 2011 and, on information and belief, continuing to 2020, physicians affiliated with the defendant Oncology Practices as agents, employees, or owners prescribed Aranesp and Neulasta at levels that exceeded medical necessity. Relator recalls hearing Dr. Abe Cheung of Southeast Georgia Hematology & Oncology, Brunswick, GA telling another physician at American Society of Clinical Oncologists (ASCO) meeting in approximately 2004: “All my patients get Aranesp and Neulasta and some of them actually need it.”

222. From 2001 through 2011 and, on information and belief, continuing to 2020, physicians affiliated with the Defendant Oncology Practices often prescribed Aranesp and Neulasta not because of the medical needs or comfort of their patients, but for business and financial reasons, *i.e.*, to earn increased revenues and higher profits from the discounts, rebates and other monetary and non-monetary benefits they could obtain from Amgen, as well as the higher reimbursement levels they could receive for prescribing these drugs to patients entitled to receive benefits under Government Healthcare Programs and then failing to report the discounts, rebates, and other monetary and non-monetary benefits they received from Amgen to Medicare, Medicaid, and other Government Healthcare Programs so as to avoid having the reimbursement levels of these drugs reduced.



223. Aranesp has potentially serious side effects. At too high a dosage, Aranesp can lead to serious adverse consequences, including stroke and even death. Because oncology patients treated with the Covered Drugs are often considered to be terminal, on information and belief, the true effects of administration of the Covered Drugs at the off-label doses prescribed by some physicians was masked because of an expectation of high mortality rates in such patients. The Defendant Oncology Practices disregarded these serious side effects and the well-being of their patients battling terminal illnesses all so that they could make enormous profits from Amgen kickbacks and Government Healthcare Program over-reimbursements.

224. The defendant Oncology Practices have information in their possession, custody, or control that would show that increased dosing with Aranesp and Neulasta was not done for reasons of medical necessity, but to improve the financial bottom lines of the Defendant Oncology Practices, *i.e.*, exponentially increasing profits.

225. Each of the Defendants has in its possession, custody, or control records and other information that would show that it switched patients who were being treated for chemotherapy-induced anemia from Procrit to Aranesp virtually overnight, *i.e.*, shortly after the defendant entered into an agreement with Amgen to prescribe these drugs as part of an incentive buying program.

226. Each of the Defendants has in its possession, custody, or control records and other information that would show that, shortly after patients being treated for chemotherapy-induced anemia were converted from Procrit to Aranesp, they were placed on larger equivalent doses of Aranesp, with the result that the defendant's revenues and profits from its treatment of such patients increased. The increase in revenues and profits was largely accounted for by three interrelated factors: (a) higher sales revenues from increased dosing, (b) lower purchase costs due to the rebates, discounts and other consideration received from Amgen and (c) higher

reimbursement rates from Government Healthcare Programs due to the failure to report the rebates, discounts and other consideration received from Amgen.

227. As an example of the kind of change described above, Relator is familiar with the case of Dr. Joel Stone, a principal in defendant ICON. As of approximately 2001, ICON spent about \$1 million per year to buy Procrit and Neupogen. By 2006, having entered into the Amgen Portfolio Contract, ICON spent about \$32 million annually for the Covered Drugs. This 32-fold increase in purchases came at a time when, according to the American Cancer Society, cancer mortality rates were decreasing and at a time when ICON had realized no significant change in its patient population.<sup>5</sup>

228. Relator is also familiar with the case of Dr. William Harwin, a Florida oncologist and principal of Florida Cancer Specialists:

a. Through Relator's countless interactions with other Amgen sales representatives and employees between the years 2003 and 2007 during and in the course of his employment, Relator learned that numerous Amgen sales representatives made sales calls on Dr. Harwin, who was then the principal doctor of the Florida Cancer Specialists. These other Amgen employees included, but are not limited to: Amgen District Manager Jay Lamba, Amgen Regional Manager Bobby Fralin, Amgen Regional Account Manager Pat Fetizanan, National Sales Director of the Oncology Business Unit Joe Turgeon, and Amgen senior executives Jim Daley and Cynthia Schwalm. The

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<sup>5</sup> Cancer deaths were falling: "Cancer death rates decreased by 1.8% per year in males and by 1.5% per year in females during the most recent 5 years of data (2005-2009). These declines have been consistent since 2001 and 2002 in men and women, respectively, and are larger in magnitude than those occurring in the previous decade (Table 5). Mortality rates peaked in men in 1990 (279.8 per 100,000), in women in 1991 (175.3 per 100,000), and overall, in 1991 (215.1 per 100,000). Between 1990/1991 and 2009, cancer death rates decreased in 24% in men, 16% in women, and 20% overall." See Trends in Cancer Mortality, American Cancer Society (2013), <http://onlinelibrary.wiley.com/doi/10.3322/caac.21166/pdf> (last visited September 8, 2020).

purpose of their sales calls was to offer Florida Cancer Specialists a special and exclusive “one-off” APC that applied to only Florida Cancer Specialists and contained extremely favorable terms based upon the specific circumstances of the practice. At this time, Florida Cancer Specialists primarily used Procrit, and just enough Aranesp to meet its Amgen APC minimum requirements. Dr. Harwin claimed that Ortho Biotech was giving him a discount of more than 60% on Procrit AWP, and that the discount was a straight “off-invoice discount” with no purchase quotas. After one meeting around this time between Dr. Harwin and Amgen sales representatives were able to persuade Dr. Harwin that larger purchases of Aranesp was financially beneficial to Florida Cancer Specialists. The discussions were completely devoid of any clinical benefits of the use of Aranesp versus Procrit, and Dr. Harwin gave no indication that the clinical merits of either drug were factors in his consideration of Florida Cancer Specialists’ use of either drug. Dr. Harwin was aware, or should have been aware, from past Amgen presentations that the APC for his practice was quarterly, and that he could maximize the non-legal rebates offered pursuant to the APC given the vastly expanded use of ESAs and reimbursement of the drugs by Government Healthcare Programs. The Amgen sales team discussed the Florida Cancer Specialists account among themselves and at regional strategy meetings, in which Relator was privy.

b. Along with the use of ESAs, both Aranesp and Procrit, Florida Cancer Specialists needed to purchase white blood cell stimulating agents – either Neupogen or Neulasta – to counter the side-effects of chemotherapy induced neutropenia, for which ESA was used as supportive cancer treatment. Amgen was the only provider of these counterpart drugs. Florida Cancer Specialists, by and through Dr. Harwin, elected to use Neupogen for patients covered by Medicare and other Government Healthcare Programs,

and Neulasta for private and commercial payers. Dr. Harwin's use of different drugs, based upon the insurance provider, demonstrates that Dr. Harwin's decisions were based entirely on profit rather than clinical necessity or maximized patient outcomes.

c. On or about February 8, 2005, in Miami, Florida at a meeting between Amgen and ION LLP, Relator met with Dr. Harwin and Tondra Gargano. Relator and Dr. Harwin discussed the new federal healthcare program reimbursement policies, which provided reimbursements based on the Average Selling Price plus 6 percent ("ASP+6"). ASP+6 had gone into effect on January 1, 2005. The specific subject of the conversation between Relator and Dr. Harwin focused on ways to maximize the size of rebates that the Florida Cancer Specialists could receive from Amgen pursuant to the new Amgen Portfolio Contract, in light of the new federal reimbursement rules that applied to healthcare programs including Medicare and Medicaid. Dr. Harwin clearly expressed that his goal was to maximize profits for his practice, Florida Cancer Specialists, by obtaining as large a rebate as possible from Amgen.

d. On or around May 15, 2005 through May 17, 2005, Relator attended an American Society of Clinical Oncology ("ASCO") conference in Orlando, Florida. Relator and another Amgen sales representative, Bob Dorchack, met with Dr. Harwin at the Peabody Hotel. At the time, Florida Cancer Specialists was the nation's largest user of Procrit, making purchases of approximately \$60 million per year. Dr. Harwin disclosed that he decided to use Aranesp if and only if Amgen could provide him and Florida Cancer Specialists with a lucrative contract or sales price that would allow him to make more money than he currently was making by using Procrit.

e. In or about 2006, Dr. Harwin, responding to the profit incentive provided by Amgen's purchase incentive scheme, began to administer Neupogen to his Medicare

patients because the Neupogen vials contained a large amount of overfill which could be administered to additional patients, thus allowing his oncology practice the opportunity for greater cost “recoupment.” The recoupment was greater for two reasons: (a) the vials of Neupogen contained overfill that could be recovered, administered to patients and billed to Government Healthcare Programs or other third-party payers, and (b) because Neupogen had a higher reimbursement rate than Neulasta. At the same time, Dr. Harwin kept his private insurance patients on Neulasta, rather than Neupogen, because of Neulasta’s greater efficacy and the typically lower private insurance company reimbursement rates for Neupogen.

f. On or about January 17, 2007 at the Amgen National Sales Meeting in Atlanta, Georgia and on or about March 15, 2007 at the Amgen Emergency ESA Meeting in Orlando, Florida, Relator had discussions with Jesse Hollingsworth, Jay Lamba, Diego Naranjo, Anne Cloutier, Sarah King, Bobby Fralin, and Tam Costar (Amgen’s Medicaid and Private Payer Manager) regarding Amgen’s intentional misrepresentation of the ASP of the Covered Drugs to the federal and state governments. Relator informed the individuals that Amgen did not include within the ASP all of the discounts, rebates, and other things of value that purchasers of the Covered Drugs received – thus, not accurately reflecting the actual ASP of the Covered Drugs. Relator indicated that Amgen’s conduct substantially benefits Florida Cancer Specialists and other Defendant Oncology Practices because they would receive higher rates of reimbursement based upon the fraudulent ASP than the practice was legally entitled to actually receive. Florida Cancer Specialist representatives also understood that Amgen was providing inaccurate ASP to the federal and state governments as a way for the practice to obtain a higher reimbursement rate than it was entitled to receive by law.

g. Relator, through his own independent review of Amgen documents and files, became apprised of the fact that Florida Care Specialists purchased \$2.2 million of the Covered Drugs in 2001/2002, and rapidly increased to purchasing \$29.2 million of the Covered Drugs in 2007. Relator, through his own independent review of Amgen documents and files, became apprised of the fact that Florida Care Specialist, by and through Dr. Harwin, was purchasing increasingly larger amounts of the Covered Drugs pursuant to its APC in excess of \$100 million for the Covered Period.

h. Relator, through his own independent review of Amgen documents and files, became aware that Florida Cancer Specialists had a “payer mix” of at least 60% Medicare and Medicaid during the Covered Period. A “payer mix” is the percentage of private third-party insurance carries relative to the percentage of government healthcare programs (specifically Medicare and Medicaid. The “payer mix” was an important part of Amgen’s consideration in where to focus its marketing efforts among oncology practices because the relative percentages determined the profits that the oncology practice – in this case Florida Cancer Specialists – would make from federal healthcare payments they received. Florida Cancer Specialists received reimbursements from CMS based upon ASP, and approximately 97% of its Medicare patients had Medicare co-pay insurance that reimbursed Florida Cancer Specialists for expenses and deductibles that were not covered by Medicare. If the patient did not have a Medicare co-pay, and was also covered by Medicaid, Medicaid would also pay the amount not reimbursed by Medicare.

i. Florida Cancer Specialists sought reimbursement from Government Healthcare Programs for approximately 60% of its purchases from Amgen of the Covered Drugs during the Covered Period. Indeed, that was the entire purpose of the Florida

Cancer Specialist purchasing from Amgen: The drugs could be administered to patients who were covered by Government Healthcare Programs and private insurance carriers billed for these treatments including the costs of the drugs as well as its administration.

j. During the Covered Period, Florida Cancer Specialists knew, or should have known, based on numerous communications with the Amgen sales team that Amgen was not accurately reporting the AWP or ASP to Government Healthcare Programs. The AWP and SP were significantly higher than to be expected, given the actual cost for the Covered Drugs that Florida Cancer Specialists was paying for its actual purchase.

k. Dr. Hawin billed CMS for 19,362 injections of Epoetin alfa for an average payment of \$7.69 each – totaling approximately \$148,893.78. This figure represents Florida Cancer Specialists’ excessive use of ESAs during the Covered Period, in relation to other similar oncology practices. Florida Cancer Specialists billed CMS for 16 injections of Filgrastim at 300 mcg for an average Medicare payment of \$210.32, and 24 injections of Filgrastim at 480 mcg for an average Medicare payment of \$331.87. Dr. Harwin used a significant portion of his Amgen purchases for administration among Medicare patients, and subsequently billed Medicare and other Government Healthcare Programs for these injections.

229. Relator is also familiar with the case of Gulfcoast Oncology Associates:

a. In or about October 2003, Relator communicated with Steve Burnett, another Amgen sales representative, to market the financial profitability of using Aranesp and Neulasta to Jeffrey Paonessa, M.D., the CEO and president of Gulfcoast Oncology Associates. At the time, Dr. Paonessa exclusively used Procrit and GulfCoast Oncology Associates was one of the nation’s largest single users of Leukine.

b. In or about March 2004, Dr. Paonessa switched all of his patients from their formerly prescribed medications to the Covered Drugs. Dr. Paonessa's purchases of the Covered Drugs increased significantly in 2004. In March 2004, Gulfcoast Oncology Associates purchased \$639,054 worth of Aranesp. In July 2004 and August 2004, Gulfcoast Oncology Associates purchased \$863,901 and \$702,974 worth of Aranesp, respectively. From March 2004 through August 2004, Gulfcoast Oncology Associates purchased \$4,244,993 worth of Aranesp, and \$6,576,217 worth of the Covered Drugs.

c. On or about October 27, 2004, as part of the George Marrow Blitz, Gulfcoast Oncology Associates met with Amgen sales and marketing representatives. Gulfcoast Oncology Associates, specifically, Dr. Paonessa, John Peterson, M.D., Andrew Hano, M.D., Marliyn Frystack, and Jay Jones, expressed an interest in having more frequent rebates to assist with their cash flow concerns for the following year. Moving forward with its continued purchases of the Covered Drugs, Gulfcoast Oncology Associates expressed a strong interest in clinical trial opportunities, and MDS coverage.

d. On or about February 8, 2005, in Miami, Florida at an Amgen/ION LLP meeting, Relator met with Cindy Acker Towne, M.D., of Gulfcoast Oncology Associates to discuss the new ASP+6 reimbursement by CMS that went into effect in or about January 2005 to maximize the profitability of the Amgen and ION LLP contracts.

e. ION LPP members elected to have Dr. Paonessa and Dr. Jeffrey Patton, of Tennessee Oncology Clinics, to monitor the ION LPP members and coach others to get on board with the Amgen/ION LPP contract so that they would meet the contract requirement of 80% of market shares for all of the practices, to begin receiving an additional 2% of gross annual sales rebates for the years 2005, 2006 and 2007.



f. On or about June 23, 2005 through June 25, 2005, Relator met with Dr. Paonessa, Dr. Acker Towne, and Marilyn Frystak the Chief Operating Officer of Gulfcoast Oncology, at the ION LLP meeting in San Diego, California. At the time, Dr. Towne and Ms. Frystak were re-evaluating the use of Procrit instead of Aranesp for chemotherapy induced anemia patients in their oncology practice. The financial benefits of Aranesp and APC were emphasized, with no discussion of the relative clinical benefits of the drugs.

g. On or about March 2005, Jay Jones, R.Ph, an oncology pharmacist, made a presentation at an Amgen Tampa Sales District meeting concerning the increase in profits that Gulfcoast Oncology Associates had made with the advent of the APC Contracts and the use of “overfill” to obtain even higher profits. The Amgen meeting celebrated ION making obtaining an 85% market share and became entitled to even greater kickbacks and financial incentives from making purchases of the Covered Drugs. Dr. Jones informed Relator that Gulfcoast Oncology Associates was still using “over-fill.” Dr. Jones asked specifically about the Vectibix reimbursement, whether there was any profit to be made, and whether Amgen intended to add Vectibix to the APC contract.

h. Relator was privy to discussions concerning the Gulfcoast Oncology Associates account with Amgen Sales Representatives Steve Burnette, Adrienne Longo, Kathy Ballash; Amgen District Managers Mark McLaughlin and Jessee Hollingsworth; and Amgen Medicaid and Payer Mix Manager for Florida Tam Costar Amgen; Amgen Regional Account Manager Pat Fetizanan; Amgen Regional Manager Bobby Fralin; and Amgen National Sales Manager for the Oncology Business Unit Joe Turgeon during the period from 2003, 2004, 2005, and specifically on or about July 13, 2006 and on or about April 15, 2007. These discussions focused on strategies to convince Gulfcoast Oncology

Associates and Dr. Paonessa to switch to using more Amgen products and to maintain a secure and loyal business relationship. The decision of Gulfcoast Oncology Associates to use Aranesp for anemia patients instead of Procrit was driven by the potential for the practice to make financial profit – and not for any clinical benefit or patient-driven concern.

i. Relator, through his own independent review of Amgen documents and files, became aware that Gulfcoast Oncology Associates made purchases of the Covered Drugs of \$1 million in 2001/2002, and rapidly increased to purchases of the Covered Drugs of \$29.3 million in 2007. Relator, through his own independent review of Amgen documents and files, became aware that Gulfcoast Oncology Associates was purchasing the Covered Drugs pursuant to their APC in excess of \$100 million during the Covered Period.

j. Relator, through his own independent review of Amgen documents and files, became aware that that Gulfcoast Oncology Associates had a “payer mix” of 60% Medicare during the Covered Period. On information and belief, Gulfcoast Oncology Associates sought reimbursement from government healthcare programs of approximately 60% percent of its purchases from Amgen of the Covered Drugs.

k. During the Covered Period, Gulfcoast Oncology Associates knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Gulfcoast Oncology Associates was actually paying.

l. During the Covered Period, Gulfcoast Oncology Associates knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for

Aranesp, Neulasta, and Neupogen that Gulfcoast Oncology Associates was paying to purchase these products from its supplier.

m. Gulfcoast Oncology Associates filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Gulfcoast Oncology Associates actually paid for the Covered Drugs. At no time did Gulfcoast Oncology Associates report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

230. Relator is also familiar with the case of Integrated Community Oncology Network, LLC (“ICON”), through its division Florida Oncology Associates (“FOA”):

a. Over a period of approximately twenty years, Relator met with principles of FOA/ICON and personally participated in numerous discussions and other communications.

b. On or about October 23, 2003, FOA ordered an initial purchase of Aranesp in the amount of \$1.9 million. With the advent of the APC contracts in or about March 2004, FOA/ICON substantially increased its purchases of Amgen products, specifically the Covered Drugs.

c. Bob Phelan, the practice administrator of FOA/ICON, expressed his concern to Relator that Medicare would audit FOA/ICON because of the practice’s rapid increase in Aranesp and Neulasta billings that could not be supported by any medical reason or patient care. Mr. Phelan informed Relator that FOA/ICON’s dramatic increase in Aranesp and Neulasta purchases from Amgen, use in patients, and billing of Medicare was a direct result of the illegal APC rebates and FOA/ICON’s desire to get even greater

revenues. FOA/ICON's increased use of the Covered Drugs had no clinical or medical basis.

d. Thomas Marsland, M.D., a principle doctor at FOA/ICON, was also a Medicare Florida Carrier Advisory Committee member. Each state is required to have a Carrier Advisory Committee to assist in coverage determinations, among other things. On Florida's Medicare Carrier Advisory Committee, Dr. Marsland actively supported Medicare reimbursements for use of Aranesp for CIA and for myelodysplastic syndrome ("MDS") – despite the fact that the FDA had not approved the use of Aranesp to treat either of these conditions. Increased use of Aranesp allowed doctors and oncology practices, like FOA/ICON, to receive bigger rebate checks.

e. On or about October 14, 2003, FOA received an Amgen rebate payment of almost \$10,000 to offset future payments or to be reimbursed by check in the event of no future purchase.

f. After 2003, Relator had numerous conversations with Dr. Marsland and/or Joel Stone, M.D., another FOA/ICON principle, about their business model and the enormous profitability of treating cancer patients. FOA/ICON acquired other oncology practices including Coastal Oncology (with Tom Gaddis, M.D. as one of its principles), Montgomery and Associates (including Danielle Montgomery, M.D.), and North Florida Cancer Center (involving Marc Warmuth, M.D.).

g. On or about October 27, 2004, as part of the George Marrow Blitz, Relator learned that FOA/ICON requested more frequent rebates, to assist with their business' cashflow problems in the following year. Moving forward with its continued purchase of the Covered Drugs, FOA/ICON expressed strong interest in clinical trial opportunities, and MDS coverage.

h. On or about February 8, 2005 at an Amgen/ION LLP meeting in Miami, Florida, Relator, Mr. Phelan, and Leanne Fox, M.D., discussed the new ASP+6 reimbursement of CMA that went into effect in 2005, and how to maximize the rebates from the Amgen/ION LLP contracts.

i. On or about October 23, 2002, Mr. Phelan, Dr Marsland, Dr. Stone, Relator and others discussed the financial benefits of Aranesp relative to Procrit. At that time, Mr. Phelan at the direction of Dr. Marsland, Dr. Stone, and Suneel Mahajen, M.D., made a commitment to switch FOA/ICON from using Procrit to Aranesp. During the discussion, it was clear that FOA/ICON's decision to use Aranesp for anemia patients instead of Procrit was driven entirely by the potential for the practice to make more money and not by any clinical benefits or outcomes.

j. Relator, through his own independent review of Amgen documents and files, became aware that ICON purchased only \$315,598 worth of the Covered Drugs in 2001/2002. In 2007, ICON purchased \$32 million worth of the Covered Drugs. Relator, through his own independent review of Amgen documents and files, became aware that FOA/ICON was purchased the Covered Drugs pursuant to its APC of more than \$100 million worth of the Covered Drugs during the Covered Period.

k. Relator, through his own independent review of Amgen documents and files, became aware that FOA/ICON had a "payer mix" of 65% during this time period. FOA/ICON sought reimbursement from government healthcare programs for approximately 65% percent of its purchases from Amgen of the Covered Drugs.

l. During the Covered Period, FOA/ICON knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was

significantly higher than to be expected given the actual cost for the Covered Drugs that FOA/ICON was paying to purchase these products from its supplier.

m. During the Covered Period, FOA/ICON knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for Aranesp, Neulasta, and Neupogen that FOA/ICON was paying to purchase these products from its supplier.

n. Dr. Marsland, as a Florida Medicare CAC member, cooperated with Amgen in obtaining Medicare reimbursement approval of Aranesp for CIA and MDS. Medicare reimbursement approval made it financially beneficial for FOA/ICON and other Defendant Oncology Practices to make larger purchases of the Covered Drugs and to simultaneously obtain greater rebates from Amgen. Dr. Marsland's assistance with the approval of Medicare reimbursement for these two medical uses or indication that were not approved by the FDA also meant that Dr. Marsland stood to benefit financially as FOA/ICON's rebates increased significantly in being able to purchase greater quantities of Aranesp to administer to patients who would now newly qualify for Medicare reimbursement.

o. FOA/ICON filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price FOA/ICON actually paid for the Covered Drugs. At no time did FOA/ICON report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

231. Relator is also familiar with the case of Hematology and Oncology Associates of the Treasure Coast:

a. On or about October, 2005, Hematology and Oncology Associates of the Treasure Coast, by and through Michael Weirtheim, M.D., Paul Swanson, M.D., and Seth Rosen, M.D., made a commitment to switch its business from Procrit to Aranesp consistent with its status as a “platinum” account under the APC. Through the course and scope of his employment at Amgen, Relator learned of the Hematology and Oncology Associates of the Treasure Coast’s APC through Bard Cole, Amgen’s sales representative for this customer account. Before Mr. Cole’s termination in 2005, Relator and Mr. Cole met on a regular basis in Vero Beach, Florida to discuss this account and other accounts in the Treasure Coast area of Florida. The decision of Hematology and Oncology Associates of the Treasure Coast to switch to using Aranesp for its anemia patients, instead of Procrit, was driven entirely by the potential for the practice to make more money and not by any clinical benefits or outcomes.

b. Relator, through his own independent review of Amgen documents and files, became aware that Hematology and Oncology Associates of the Treasure Coast purchased \$2,307,809 worth of the Covered Drugs in in the Fourth Quarter of 2006, or approximately \$9,231,236 worth of the covered drugs in 2006 alone. Relator, through his own independent review of Amgen documents and files, became aware that Hematology and Oncology Associates of the Treasure Coast was purchasing the Covered Drugs pursuant to their APC from 2004 through 2011 of approximately \$73.8 million.

c. Relator, through his own independent review of Amgen documents and files, became aware that Hematology and Oncology Associates of the Treasure Coast had a “payer mix” of 70% during this time period. Hematology and Oncology Associates of

the Treasure Coast sought reimbursement from government healthcare programs for approximately 70% percent of its purchases of the Covered Drugs.

d. During the Covered Period, Hematology and Oncology Associates of the Treasure Coast knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Hematology and Oncology Associates of the Treasure Coast was paying to purchase these products from its supplier.

e. During the Covered Period, Hematology and Oncology Associates of the Treasure Coast knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Hematology and Oncology Associates of the Treasure Coast was paying to purchase these products from its supplier.

f. Relator and Mimi Koerner, the practice administrator of Hematology and Oncology Associates of the Treasure Coast, conversed during one of the Oncology Managers of Florida (“OMF”) bi-annual meetings. In or about 1991, Relator was part of forming OMF and served on its board of directors until 1998 in order to facilitate Amgen’s business and marketing efforts among oncology practice managers. Relator and Ms. Koerner discussions usually concerned the way Hematology and Oncology Associates of the Treasure Coast could maximize its profits through the purchase and use of Amgen products including the Covered Drugs during the Covered Period.

g. Hematology and Oncology Associates of the Treasure Coast filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price



Hematology and Oncology Associates of the Treasure Coast actually paid for the Covered Drugs. At no time did Hematology and Oncology Associates of the Treasure Coast report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

232. Relator is also familiar with the case of Mid Florida Hematology and Oncology Centers, P.A.:

a. Through the scope and course of his employment with Amgen, Relator participated in numerous discussions regarding the Mid Florida Hematology and Oncology Centers with other Amgen sales employees.

b. On or about October 16, 2005, Mid Florida Hematology and Oncology Centers, by and through Neeraj Sharma, M.D. and Gregory L. Ortega, M.D., committed to the APC contract at the “platinum” level. Mid Florida Hematology and Oncology Centers made a further commitment to completely switch from using Procrit to using Aranesp in the practice. Mid Florida Hematology and Oncology Centers’ decision to use Aranesp for anemia patients instead of Procrit was entirely driven by the potential for the practice to make more money and not by any clinical benefits or outcomes.

c. Relator, through his own independent review of Amgen documents and files, became aware that Mid Florida Hematology and Oncology purchased \$2,074,198 worth of the Covered Drugs in the Fourth Quarter of 2006, and \$8,296,792 for the year 2006 alone. Relator, through his own independent review of Amgen documents and files, became aware that Mid Florida Hematology and Oncology Centers purchased the Covered Drugs pursuant to its APC from 2004-2011 of approximately \$66.4 million.

d. Relator, through his own independent review of Amgen documents and files, became aware that Mid Florida Hematology and Oncology Centers had a “payer

mix” of 60% during this time period. On information and belief, Mid Florida Hematology and Oncology Centers sought reimbursement from government healthcare programs for approximately 60 percent of its purchases from Amgen of the Covered Drugs.

e. During the Covered Period, Mid Florida Hematology and Oncology Centers knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Mid Florida Hematology and Oncology Centers was paying to purchase these products from its supplier.

f. During the Covered Period, Mid Florida Hematology and Oncology Centers knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Mid Florida Hematology and Oncology Centers was paying to purchase these products from its supplier.

g. Mid Florida Hematology and Oncology Centers filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Mid Florida Hematology and Oncology Centers actually paid for the Covered Drugs. At no time did Mid Florida Hematology and Oncology Centers report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

233. Relator is also familiar with the case of Pasco Hernando Oncology Associates,

P.A.:

a. On or about December 2004, Relator and Roberto Araujo, M.D. met at an ION meeting at ASH. Dr. Araujo expressed keen interest the potential profit per patient that could be made using Aranesp and Neulasta, and openly conveyed his enthusiasm for greater profits for his practice. There was no discussion of or consideration given to the relative clinical benefits of the Covered Drugs or of any competitor drugs.

b. Through the scope and course of his employment with Amgen, Relator participated in numerous discussions regarding the Pasco Hernando Oncology Associates, P.A. with other Amgen sales employees, including Vip Patel, Tiffany Lang, Mark McLaughlin, Jesse Hollingsworth, Pat Fetizanan, Reggie Thigpen, Tam Costar, Mark Urban, Mike DeMaggio, Nancy Hayes, and Bobby Fralin from approximately 2003 through 2006. The discussions focused on the financial advantages and profitability of the practice's use of Aranesp as opposed to Procrit. Vip Patel was the lead Amgen Professional Sales Representative the account.

c. Pasco Hernando Oncology Associates, P.A. signed the APC and became a "platinum" account. Around that time, Pasco Hernando Oncology Associates, P.A. committed to switch its business from Procrit to Aranesp. Pasco Hernando Oncology Associates, P.A.'s decision to use Aranesp for anemia patients instead of Procrit was driven entirely by the potential for the practice to make more money and not by any clinical benefits or outcomes.

d. Relator, through his own independent review of Amgen documents and files, became aware that Pasco Hernando Oncology Associates purchased \$1,766,348 worth of the Covered Drugs in the Fourth Quarter of 2006, and \$7.1 million for the year 2006 alone. Relator, through his own independent review of Amgen documents and files, became aware that Pasco Hernando Oncology Associates purchased the Covered

Drugs pursuant to its APC from 2004 to 2011 of approximately \$46 million as an Amgen Platinum Customer.

e. Relator, through his own independent review of Amgen documents and files, became aware that Pasco Hernando Oncology Associates had a “payer mix” of 70% during this time period. On information and belief, Pasco Hernando Oncology Associates sought reimbursement from government healthcare programs of approximately 70 percent of its purchases from Amgen of the Covered Drugs.

f. During the Covered Period, Pasco Hernando Oncology Associates knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Pasco Hernando Oncology Associates was paying to purchase these products from its supplier.

g. During the Covered Period, Pasco Hernando Oncology Associates knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Pasco Hernando Oncology Associates was paying to purchase these products from its supplier.

h. Pasco Hernando Oncology Associates filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Pasco Hernando Oncology Associates actually paid for the Covered Drugs. At no time did Pasco Hernando Oncology Associates report the rebates, discounts, and other financial incentives it

received from Amgen to the appropriate Government Healthcare Programs as required by law.

234. Relator is also familiar with the case of Regional Consultants in Hematology and Oncology:

a. Through the course and scope of his employment with Amgen, Relator became well-acquainted with Ron Dobson, practice administrator for Regional Consultants in Hematology and Oncology, Alan Marks, M.D., Chief Executive Officer, and Robert Joyce, M.D., Chief Financial Officer.

b. On or about October 19, 2006, Mr. Dobson met with Relator and other Amgen sales representatives, including Mr. Hollingsworth, and Mr. Fetizanan. Mr. Dobson expressed his concern that the APC contracts were illegal because the APCs forced the oncology practice to purchase and use increasingly more of the Covered Drugs each year to obtain the same pricing level as the year before. Mr. Dobson made clear his disdain for Amgen's marketing tactics and their illegal nature. Nevertheless, in consideration of its own financial interests and potential profitability, Regional Consultants in Hematology and Oncology renewed its APC at the end of the meeting.

c. During the Covered Period, specifically from 2002 through 2007, Relator, Dr. Marks, and Dr. Joyce had numerous discussions regarding the financial benefits of purchasing and administering Aranesp relative to Procrit. Mr. Dobson and Regional Consultants in Hematology and Oncology renewed the APC again on April 15, 2007.

d. Regional Consultants in Hematology and Oncology completely switched to purchasing and administering Aranesp from Procrit. Regional Consultants in Hematology and Oncology Associates' decision to using Aranesp for anemia patients

instead of Procrit was driven by the potential for the practice to make more money and not by any clinical benefits or outcomes.

e. Relator, through his own independent review of Amgen documents and files, became aware that Regional Consultants in Hematology and Oncology was purchasing the Covered Drugs pursuant to its APC in excess of \$36 million during the Covered Period.

f. Relator, through his own independent review of Amgen documents and files, became aware that Regional Consultants in Hematology and Oncology had a “payer mix” of 70% during this time period. On information and belief, Regional Consultants in Hematology and Oncology sought reimbursement from government healthcare programs of approximately 70 percent of its purchases from Amgen of the Covered Drugs.

g. During the Covered Period, Regional Consultants in Hematology and Oncology knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Regional Consultants in Hematology and Oncology was paying to purchase these products from its supplier.

h. During the Covered Period, Regional Consultants in Hematology and Oncology knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Regional Consultants in Hematology and Oncology was paying to purchase these products from its supplier.

i. Regional Consultants in Hematology and Oncology filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered

Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Regional Consultants in Hematology and Oncology actually paid for the Covered Drugs. On information and belief, at no time did Regional Consultants in Hematology and Oncology report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

235. Relator is also familiar with the case of Coastal Oncology, PL:

a. Coastal Oncology, PL was a customer in Relator's Florida region and district for part of Relator's employment with Amgen. Relator is personally apprised of Amgen's sales and marketing efforts directed at Coastal Oncology. Through the course and scope of his employment with Amgen, Relator gained personal knowledge of Coastal Oncology's purchases of the Covered Drugs under the APC.

b. During the Covered Period, Coastal Oncology, PL knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Coastal Oncology, PL was paying to purchase these products from its supplier.

c. During the Covered Period, Coastal Oncology, PL knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Coastal Oncology, PL was paying to purchase these products from its supplier.

d. Coastal Oncology, PL filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a

Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Coastal Oncology, PL actually paid for the Covered Drugs. At no time did Coastal Oncology, PL report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law. Coastal Oncology, PL's purchases of the Covered Drugs exponentially increased from \$0 to more than \$5.5 million in 2006, resulting in over-reimbursements of \$32.9 million from 2004 through 2011.

236. Relator is also familiar with the case of Stuart Oncology:

a. Stuart Oncology was a customer in Relator's Florida region and district for part of Relator's employment with Amgen. Relator is personally apprised of Amgen's sales and marketing efforts directed at Stuart Oncology. Through the course and scope of his employment with Amgen, Relator gained personal knowledge of Stuart Oncology's purchases of the Covered Drugs under the APC.

b. During the Covered Period, Stuart Oncology knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Stuart Oncology was paying to purchase these products from its supplier.

c. During the Covered Period, Stuart Oncology knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Stuart Oncology was paying to purchase these products from its supplier.

d. Stuart Oncology filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price



sought was greater than the actual price Stuart Oncology actually paid for the Covered Drugs. On information and belief, at no time did Stuart Oncology report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

e. Relator, through his own independent review of Amgen documents and files, became aware that Stuart Oncology purchased \$1,223,312 worth of the Covered Drugs in the Fourth Quarter of 2006, and of \$4,893,248 in the year 2006 alone. From 2004 to 2011, pursuant to its APC, Stuart Oncology purchased approximately \$38.1 million worth of the Covered Drugs.

237. Relator is also familiar with the case of Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center:

a. Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center was a customer in Relator's Florida region and district for part of Relator's employment with Amgen. Relator is personally apprised of Amgen's sales and marketing efforts directed at Stuart Oncology.

b. Through the course and scope of his employment with Amgen, Relator gained personal knowledge of Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center's purchases of the Covered Drugs under the APC. Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center first enrolled in an APC on or about March 1, 2004. From March 2004 through August 2004, Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center purchased \$111,680 of Aranesp, and \$483,769 of the Covered Drugs. Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center's Aranesp purchases increased exponentially to \$1,152,600 in the Fourth Quarter of 2006, and \$4,610,400 in the year 2006 alone.

c. During the Covered Period, Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center was paying to purchase these products from its supplier.

d. During the Covered Period, Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center was paying to purchase these products from its supplier.

e. Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center actually paid for the Covered Drugs. At no time did Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

238. Relator is also familiar with the case of David Dresdner, M.D.:

a. In or about 2004, Relator and David Dresdner, M.D. met at a professional meeting in Orlando, Florida. Dr. Dresdner expressed that Aranesp was not his drug of choice for the large MDS patient population – approximately 70% – seeking treatment at his practice. Even still, Dr. Dresdner purchased \$983,934 worth of Aranesp, and \$1,715,314 worth of the Covered Drugs from March 2004 through July 2004.

b. In or about 2005, Dr. Dresdner both attended the ASCO meeting in Orlando, Florida. By that time, Dr. Dresdner had switched the medication and treatment plans for all his patients to Aranesp and Neulasta. Dr. Dresdner had also given an audioconference to the Tampa District regarding methods to illegally alter the Medicare Diagnosis code from MDS to CIA. At the ASCO meeting, Amgen Regional Manager Bobby Fralin invited Dr. Dresdner, along with his wife and children, to attend complimentary dinner at Morton's as a way to express gratitude and to build customer loyalty.

c. Mr. Fralin authorized a special "one-off contract" for Dr. Dresdner. On or about June 5, 2005, despite the fact that Dr. Dresdner's practice did not qualify for the Amgen "Gold" customer contract status, Mr. Fralin signed Dr. Dresdner up for an APC.

d. Relator, through his own independent review of Amgen documents and files, became aware that Dr. Dresdner purchased \$25,210 worth of the Covered Drugs in 2001/2002. In the Fourth Quarter of 2006, Dr. Dresdner's purchases of the Covered Drugs skyrocketed to \$1,004,961, and \$4,019,844 for the year 2006. Relator, through his own independent review of Amgen documents and files, became aware that Dr. Dresdner purchased more than \$30 million worth of the Covered Drugs from 2004 through 2011 pursuant to the APC.

e. Relator, through his own independent review of Amgen documents and files, became aware that Dr. Dresdner had a payer mix of about 70% Medicare, with about 40% of those patients initially diagnosed with MDS. Dr. Dresdner changed the diagnosis of these patients, however, to CIA in order for Medicare to reimburse administration of Aranesp during an office visit. On information and belief, Regional Consultants in Hematology and Oncology sought reimbursement from government healthcare programs of approximately 70 percent of its purchases from Amgen of the Covered Drugs.

f. During the Covered Period, Dr. Dresdner knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for Covered Drugs that Dr. Dresdner was paying to purchase these products from its supplier.

g. During the Covered Period, Dr. Dresdner knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for Covered Drugs that Dr. Dresdner was paying to purchase these products from its supplier.

h. Dr. Dresdner filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Dr. Dresdner actually paid for the Covered Drugs. On information and belief, at no time did Dr. Dresdner report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

239. Relator is also familiar with the case of Cancer Institute of Florida, P.A.:

a. Cancer Institute of Florida, P.A. was a customer in Relator's Florida region and district for part of Relator's employment with Amgen. Relator is personally apprised of Amgen's sales and marketing efforts directed at Cancer Institute of Florida P.A. Through the course and scope of his employment with Amgen, Relator gained personal knowledge of Cancer Institute of Florida P.A.'s purchases of the Covered Drugs under the APC.

b. During the Covered Period, Cancer Institute of Florida, P.A. knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Cancer Institute of Florida, P.A. was paying to purchase these products from its supplier.

c. During the Covered Period, Cancer Institute of Florida, P.A. knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Cancer Institute of Florida, P.A. was paying to purchase these products from its supplier.

d. Cancer Institute of Florida, P.A. filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Cancer Institute of Florida, P.A. actually paid for the Covered Drugs. On information and belief, at no time did Cancer Institute of Florida, P.A. report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

e. Relator, through his own independent review of Amgen documents and files, became aware that Cancer Institute of Florida, P.A. purchased \$1,884,415 worth of the Covered Drugs in the Fourth Quarter of 2006, and \$7,537,6600 in the year 2006 alone. The Cancer Institute of Florida, P.A., purchased more than \$60 million dollars-worth of the Covered Drugs from 2004 to 2011 pursuant to its APC.

240. Relator is also familiar with the case of Georgia Cancer Specialists

Administrative Annex:

a. On or about June 2003, Relator became aquatinted with the principles of Georgia Cancer Specialists Administrative Annex, including Bruce Feinburg, M.D. Dr. Feinburg informed Relator that, in his opinion, he did not believe that Aranesp was as good of a product as Procrit. Dr. Feinburg further preferred Procrit over Aranesp because Procrit had a “J” code while Aranesp did not. Practically, this meant that requests for reimbursement to CMS could be done automatically for Procrit, but not for Aranesp.

b. Dr. Feinburg later participated in the George Morrow Blitz on or about October 28, 2004. During his Blitz meeting, Dr. Feinburg expressed that Amgen’s rebates and discounts were absolutely essential factors in Georgia Cancer Specialists Administrative Annex’s decision to switch from using Procrit to Aranesp. Dr. Feinburg, on behalf of Georgia Cancer Specialists Administrative Annex, did not express any concern or consideration for clinical factors or patient-need. Ron Flemming, the Chief Financial Officer of Georgia Cancer Specialists, requested accelerated rebate payments so that the fourth quarter rebates could come in time to help them pay their taxes. Additional, Mr. Flemming requested Amgen to provide additional incentive tiers, so that they could earn even higher rebates. Georgia Cancer Specialists expressed significant

interest in being part of future clinical studies. Georgia Cancer Specialists also noted for Amgen that, given the high costs of combining therapies for cancer patients undergoing chemotherapy, the third-party payers (including Government Healthcare Programs) would more carefully evaluate the benefits of the therapies, and discussed the concept of “cost of hope.”

c. On or about February 8, 2005 at an Amgen/ION LLP meeting in Miami, Florida, Relator and Dr. Feinburg had a meeting regarding the new ASP+6 reimbursement policy and how to use it to maximize profits. Dr. Feinburg wanted Amgen to increase the rebates for the Georgia Cancer Specialists Administrative Annex and lower the amount of Amgen drugs the practice was required to purchase to obtain the higher tiers of rebates. Dr. Feinburg’s interests and concerns were purely profit-driven.

d. On or about November 1, 2006, (in the midst of Amgen’s historic peak Aranesp sales) Amgen arraigned a special meeting for ION’s LLP at the Keystone Ski Resort in Keystone, Colorado. The major themes of the meeting were: (1) the celebration of ION making their 85% market share; and (2) Amgen providing an additional level of illegal rebates. At this special meeting, Relator conferred with Georgia Cancer Specialists Administrative Annex, by and through James Gilmore, Pharm.D. Dr. Gilmore stated that Georgia Cancer Specialists Administrative Annex was using the Aranesp “over-fills” to obtain greater profits. Dr. Gilmore asked Relator about whether Amgen was considering adding the drug Vectibix to its APC contract, and where there was any potential to profit from Vectibix reimbursements. Additionally, at the meeting, Dr. Feinburg expressed serious concerns about the Georgia Cancer Specialists Administrative Annex getting “audited” by CAHABA, the Medicare Carrier for Georgia. Dr. Feinburg was worried that CAHABA had caught on to the Georgia Cancer Specialists

Administrative Annex practice of overprescribing the Covered Drugs, purely for profit and not for any medical need. Dr. Feinburg was getting feedback from private third-party payers, like United Healthcare, that they were tired of paying for the “overpriced” Covered Drugs and changes in their reimbursement formulas were forthcoming.

e. On or about April 17, 2007, at an Amgen/ION meeting in Miami Beach, Florida, Relator met with John Manfredi, M.D. and Genna Vols-Redd, M.D. The meeting was arraigned for Amgen to conduct “damage control” among its customers, to address the fall out of the FDA’s decision to require “black box” warnings for Aranesp. Amgen used the meeting to announce that it was unilaterally reducing the ION contract purchase quotas by 10%. Dr. Manfredi and Dr. Vols-Redd were extremely concerned that Government Healthcare Programs would begin to drop Aranesp for any and all indications and that they could no longer collect reimbursements for administering Aranesp.

f. Relator, through his own independent review of Amgen documents and files, became aware that Georgia Cancer Specialists Administrative Annex made a commitment to switch from Procrit to Aranesp. Georgia Cancer Specialists Administrative Annex’s decision was driven by the potential for the practice to make more money and not by any clinical benefits or outcomes.

g. Relator, through his own independent review of Amgen documents and files, became aware that Georgia Cancer Specialists Administrative Annex purchased \$7,139,213 million worth of the Covered Drugs in the Fourth Quarter of 2006, and \$28,556,852 worth of the Covered Drugs in the year 2006 alone. Relator, through his own independent review of Amgen documents and files, became aware that Georgia Cancer Specialists Administrative Annex purchased the Covered Drugs pursuant to its



APC in excess of \$228 million during from 2004 through 2011 as an Amgen Platinum Account Customer.

h. Relator, through his own independent review of Amgen documents and files, became aware that Georgia Cancer Specialists Administrative Annex had a “payer mix” of 55% with approximately 80% of these patients with a Medicare co-pay and approximately <1% had Medicaid only during this time period. On information and belief, Georgia Cancer Specialist Administrative Annex referred full Medicaid and indigent patients to either Emory or Georgia Baptist for treatment. The payer mix is the percentage of private third-party insurance carriers relative to government health care programs – specifically Medicare and Medicaid. The payer mix was an important consideration in our marketing efforts to Oncology Practices because it gave Amgen benchmarks to determine how profitable the APC could be to a particular practice.

i. Georgia Cancer Specialists Administrative Annex sought reimbursement from government healthcare programs of approximately 75 percent of its purchases from Amgen of the Covered Drugs. Indeed, that was the entire point of Oncology Practices purchasing these drugs from Amgen: So that the drugs could be administered to patients with government healthcare programs and private insurance carriers billed for these treatments including the cost of the drug as well as its administration.

j. During the Covered Period, Georgia Cancer Specialists Administrative Annex knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Georgia Cancer Specialists Administrative Annex was paying to purchase these products from its supplier.

k. During the Covered Period, Georgia Cancer Specialists Administrative Annex knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Georgia Cancer Specialists Administrative Annex was paying to purchase these products from its supplier.

l. Georgia Cancer Specialist Administrative Annex informed George Morrow, Amgen Vice President for Global Sales and Marketing that, in 2004, it had established a retail pharmacy outlet so the practice could capture profits created by CMS under the Medicare Part D and Medicaid programs. Its physicians would prescribe the Amgen supportive care injectables, with the patient filling the drug at its pharmacy, with the pharmacy billing Medicare Part D/Medicaid and obtaining profits for the practice.

m. Georgia Cancer Specialists Administrative Annex filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Georgia Cancer Specialists Administrative Annex actually paid for the Covered Drugs. At no time did Georgia Cancer Specialists Administrative Annex report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

241. Relator is also familiar with the case of Northwest Georgia Oncology Centers, P.C. (ACIS #226509):

a. Through the course and scope of his employment, Relator was privy to numerous meetings and discussions between the Amgen sales and marketing team and

Northwest Georgia Oncology Centers, P.C. regarding the lucrative financial advantages of purchasing, administering, and seeking reimbursements for Aranesp instead of Procrit.

b. In approximately 2004, Northwest Georgia Oncology Centers, P.C. made a commitment to switch its business from Procrit to Aranesp. In discussions between the Amgen sales and marketing team and Northwest Georgia Oncology Centers, P.C., the practice made clear that its decision to use Aranesp for anemia patients instead of Procrit was driven by the potential for the practice to make more money and not by any clinical benefits or outcomes.

c. In or about 2004, Relator met with Hillary Hahn, M.D., a principle at Northwest Georgia Oncology Centers at the ASH meeting in Orlando, Florida. Dr. Hahn stated that she was very pleased with the “margins” and “bonuses” that the practice was making from administering and seeking reimbursements for Aranesp and Neulasta.

d. On or February 8, 2005, Relator met with Bruce Gould, M.D. and Scott Parker, M.D at an Amgen/ION LLP meeting in Miami, Florida to discuss the new ASP+6 reimbursement policy instituted by CMS and way to maximize profitability.

e. Relator, through his own independent review of Amgen documents and files, became aware that Northwest Georgia Oncology Centers, P.C. was purchasing the Covered Drugs pursuant to its APC in excess of \$100 million of the Covered Drugs during the Covered Period as an Amgen Platinum Customer.

f. Relator, through his own independent review of Amgen documents and files, became aware that Northwest Georgia Oncology Centers, P.C. had a “payer mix” of 63% during this time period. On information and belief, Northwest Georgia Oncology Centers, P.C. sought reimbursement from government healthcare programs of approximately 63 percent of its purchases from Amgen of the Covered Drugs.

g. During the Covered Period, Northwest Georgia Oncology Centers, P.C. knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Northwest Georgia Oncology Centers, P.C. was paying to purchase these products from its supplier.

h. During the Covered Period, Northwest Georgia Oncology Centers, P.C. knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Northwest Georgia Oncology Centers, P.C. was paying to purchase these products from its supplier.

i. Northwest Georgia Oncology Centers, P.C. filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Northwest Georgia Oncology Centers, P.C. actually paid for the Covered Drugs. At no time did Northwest Georgia Oncology Centers, P.C. report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

242. Relator is also familiar with the case of Augusta Oncology Associates (ACIS #214436):

a. On or about February 8, 2005, at an Amgen/ION Large Physician Practice meeting held in in Miami, Florida, Relator and Rob Zeyfang, M.D. of Augusta Oncology Associates discussed the new ASP+6 CMS reimbursement policy and ways to maximize profits.

b. At the Amgen/ION LPP meeting in Keystone, Colorado, Relator and Miriam Atkins, M.D. of Augusta Oncology Associates discussed the APC contracts and the maximum dosing of Aranesp in patients to facilitate greater use of Amgen products and, as a result, higher rebates and profits.

c. Augusta Oncology Associates filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Augusta Oncology Associates actually paid for the Covered Drugs. On information and belief, at no time did Augusta Oncology Associates report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

243. Relator is also familiar with the case of Central Georgia Cancer Care (ACIS #227676):

a. In or about 2003 or 2004, Relator and Tim Curlee, an Amgen sales and marketing employee, communicated with Central Georgia Cancer Care and ultimately convinced the practice to exclusively use Aranesp.

b. At an ION Large Physician Practice meeting in San Diego, California, Relator, June Carroll, M.D., and Linda Hendricks, M.D. discussed the money-making potential for using Aranesp – i.e. through Amgen kickbacks and over-reimbursements from Government Healthcare Programs.

c. In or about March 2004 Central Georgia Cancer Care signed an APC contract as an Amgen platinum customer. On or about October 1, 2005, Central Georgia Cancer Care renewed its APC contract as an Amgen platinum customer. Dr. James

Smith, Jr. M.D. committed to switching Central Georgia Cancer Care from Procrit to Aranesp. Central Georgia Cancer Care's decision to use Aranesp for anemia patients instead of Procrit was driven by the potential for the practice to make more money and not by any clinical benefits or outcomes.

d. Relator, through his own independent review of Amgen documents and files, became aware that Central Georgia Cancer Care was purchasing \$1,982,152 worth of the Covered Drugs in the Fourth Quarter of 2006, and of \$7,928,608 for the year 2006 alone. Relator, through his own independent review of Amgen documents and files, became aware that Central Georgia Cancer Care was purchasing Aranesp and other Covered Drugs pursuant to its APC in excess of \$63 million as an Amgen Platinum Customer from 2004 through 2011.

e. Relator, through his own independent review of Amgen documents and files, became aware that Central Georgia Cancer Care had a "payer mix" of 65% during this time period. Central Georgia Cancer Care sought reimbursement from government healthcare programs of approximately 65 percent of its purchases from Amgen of the Covered Drugs.

f. During the Covered Period, Central Georgia Cancer Care knew or should have known that the AWP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that Central Georgia Cancer Care was paying to purchase these products from its supplier.

g. During the Covered Period, Central Georgia Cancer Care knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for

the Covered Drugs that Central Georgia Cancer Care was paying to purchase these products from its supplier.

h. Central Georgia Cancer Care filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Central Georgia Cancer Care actually paid for the Covered Drugs. At no time did Central Georgia Cancer Care report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

244. Relator is also familiar with the case of: Southeast Georgia

Hematology/Oncology:

a. In the scope and through the course of his employment at Amgen, Relator established a twenty-year relationship with Antonio Moran, M.D., a principal of Southeast Georgia Hematology/Oncology. Southeast Georgia Hematology/Oncology was an early adopter of Aranesp for among patients with anemia. Dr. Moran used high doses of Aranesp (300-500mcg weekly) and Neulasta (first cycle weekly and biweekly chemotherapy regimens).

b. In or about April 2006, Dr. Moran called Relator to inform him that the Georgia Medicare Audit Team was at Southeast Georgia Hematology/Oncology and was asking him why all of his patients were on Aranesp.

c. Abraham Cheong, M.D., a doctor with Southeast Georgia Hematology/Oncology stated to Relator, "All my patients get Aranesp and Neulasta and some of them actually need it," or words to that effect.

d. Through 2002 to 2007, in the course and scope of his employment at Amgen, Relator regularly spoke with Dr. Moran, Dr. Cheong, and Duane Moores, M.D. about the financial benefits and profitability of Aranesp over Procrit with during the years. Southeast Georgia Hematology/Oncology signed an APC in or about March 2004. Southeast Georgia Hematology/Oncology was one of the first clinics in the United States to fully switch from administering Procrit to exclusively using Aranesp for its anemia patients. The practice's purchases were so large that they alarmed State authorities and prompted Georgia Medicare (CAHABA) to begin conducting audits of practices and their use of certain drugs. Dr. Moran, on behalf of Southeast Georgia Hematology/Oncology, decided to use Aranesp for anemia patients instead of Procrit was driven by the potential for the practice to make more money and not by any clinical benefits or outcomes.

e. Relator, through his own independent review of Amgen documents and files, became aware that Southeast Georgia Hematology/Oncology purchased the Covered Drugs pursuant to their APC in excess of \$45 million during from 2004 through 2011.

f. Relator, through his own independent review of Amgen documents and files, became aware that Southeast Georgia Hematology/Oncology had a "payer mix" of 70% -- a large percent of its patients on Medicare as well as a large Medicaid population during this time period. Southeast Georgia Hematology/Oncology sought reimbursement from Government Healthcare Programs of approximately 70 percent of its purchases from Amgen of the Covered Drugs.

g. During the Covered Period, with Southeast Georgia Hematology/Oncology knew or should have known that the AWP was not being



accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that with Southeast Georgia Hematology/Oncology was paying to purchase these products from its supplier.

h. During the Covered Period, with Southeast Georgia Hematology/Oncology knew or should have known that the ASP was not being accurately reported by Amgen. This is so because the AWP was significantly higher than to be expected given the actual cost for the Covered Drugs that with Southeast Georgia Hematology/Oncology was paying to purchase these products from its supplier.

i. Southeast Georgia Hematology/Oncology filed claims for reimbursement to Government Healthcare Programs each time it administered a Covered Drug to a patient covered by a Government Healthcare Program, with the knowledge that the reimbursement price sought was greater than the actual price Southeast Georgia Hematology/Oncology actually paid for the Covered Drugs. At no time did Southeast Georgia Hematology/Oncology report the rebates, discounts, and other financial incentives it received from Amgen to the appropriate Government Healthcare Programs as required by law.

245. Relator is also familiar with the case of ION members:

a. Defendants Florida Cancer Specialists, Gulfcoast Oncology Associates, Integrated Community Oncology Network, LLC and Florida Oncology Associates, Georgia Cancer Specialists Administrative Annex, Northwest Georgia Oncology Centers, P.C., Augusta Oncology Associates, and Central Georgia Cancer Care were all members of ION and had representatives attend ION Large Physician Practice meetings.

b. On or about November 1, 2006, in the midst of peak Aranesp sales, Relator attended an ION Large Physician Practice meeting at the Keystone Ski Resort in

Keystone, Colorado. The meeting celebrated ION obtaining an 85% market share for Aranesp for all of the practices as a whole, thus earning ION practices with an extra 2% rebate from Amgen of all qualified purchases. Amgen announced that it intended to provide an even greater kickback than the 2 % rebate previously stated. The special ION rebate applied at the end of the year, only after the attainment of certain goals including for market share.

c. The special ION rebate was an illegal kickback that does not qualify for any of the safe harbor exceptions.

d. Pursuant to the instruction of Ms. Myers and Mr. Turgeon and other Amgen representatives, Relator emphasized to the Defendant ION practices that the extra year-end 2% “rebate” would disappear if ION members could not increase their purchases of Procrit to the point that Amgen had less than an 80% total market share of ESAs from ION.

e. Relator met with Dr. Brian Berry, MD and Mr. Tondra Garagano of Florida Cancer Specialists at an ION meeting in San Diego, California. At the direction of Amgen sales and marketing leadership, Relator emphasized the “profit opportunities” available under the APC compared with any economic advantages of Procrit purchases from Ortho Biotech. At the time, Dr. Berry and Mr. Garagano advised that they were considering whether to continue using Aranesp over Procrit, but were considering the potential profitability of switching to Aranesp.

f. Amgen offered the Defendant Oncology Practices a “quota relief.” Quota relief is meant that a practice would be provided a rebate greater than its sales would normally provide under the written terms of its APC.

g. On information and belief, after the DAHANCA report was released, Amgen renegotiated its APC with many of the Defendant Oncology Practices to allow each of them to obtain higher rebate percentages based upon a smaller increase in purchases of Amgen products. In other words, Amgen engaged in wholesale “quota relief” based upon the negative publicity surrounding the use of Aranesp in a clinical trial leading to increased risk of stroke and death.

246. Relator, by and through the course and scope of his employment, reviewed Amgen documents and files, including the sales data as to the Covered Drugs for each of the Defendant Oncology Practices. Attached hereto and incorporated herein are true and correct copies of Amgen sales data that was supplied to Relator in the form of Microsoft Excel spreadsheets during the course and scope of his employment as *Exhibit 4*, and summary thereof created by Relator attached hereto and incorporated herein as *Exhibit 5*.

247. Throughout the course and scope of his employment at Amgen, Relator also received regular updates regarding purchases made by the Defendant Oncology Practices of the Covered Drugs.

#### **J. Hub and Spoke Conspiracy to Commit Fraud.**

248. With the FDA approval of Aranesp for treatment of CIA in 2002, Amgen endeavored to persuade the Defendant Oncology Practices to purchase and administer Aranesp instead of Procrit. This sales effort accelerated with the introduction of the APC sales strategy in approximately March 2004.

249. Beginning in or around March 2004, with the launch of the APC sales strategy, Amgen aimed to increase the sales of Aranesp by expanding the market, both in terms of increased dosing and use among a broader patient pool. To do so, Amgen offered rebates, discounts, and other financial incentives to customers, including the Defendant Oncology

Practices, based upon the growth in sales rather than a straightforward rebate based upon the volume of total purchases. Instead of providing the highest rebates to its largest volume customers, Amgen structured its rebate program to emphasize sales growth, with the highest level of rebates going to customers that showed the *greatest increase* in purchases of Amgen products.

250. The Amgen sales and marketing team, including Relator, facilitated the APCs for each of the Defendant Oncology Practices. One of the APCs that Relator is best informed about, based on personal experience and communications, is the agreement with the Gulf Coast Oncology Associates of St. Petersburg, Florida, known as an Amgen Portfolio Rebate Program Letter Agreement that offered the following rebate schedule from March 1, 2004 through August 31, 2004:

<b>VOLUME TIERS</b>	Participating Eligible Physician Practice's Aggregate Combined Gross Purchases of Aranesp®, NEUPOGEN®, and Neulasta® during the applicable Quarterly Measurement Period	Aranesp® Rebate Percent	NEUPOGEN® and Neulasta® Rebate Percent
Tier 1	\$1,051,771 - \$1,262,124	5.0%	5.0%
Tier 2	\$1,262,125 - \$1,367,301	11.5%	7.5%
Tier 3	\$1,367,302 - \$1,472,478	13.5%	10.5%
Tier 4	\$1,472,479 - \$1,577,655	14.5%	11.5%
Tier 5	\$1,577,656 - \$1,682,832	18.5%	13.5%
Tier 6	\$1,682,833 - \$1,799,009	20.0%	20.0%
Tier 7	≥ \$1,788,010	25.0%	25.0%

251. Another example that Relator has knowledge of based on his personal experience and communications is the APC with Florida Oncology Associates of Jacksonville, Florida

entitled Amgen Portfolio Rebate Program Letter Agreement, that offered the following rebate schedule from March 1, 2004 through August 31, 2004:

<b>VOLUME TIERS</b>	Participating Eligible Physician Practice's Aggregate Combined Gross Purchases of Aranesp®, NEUPOGEN®, and Neulasta® during the applicable Quarterly Measurement Period	Aranesp® Rebate Percent	NEUPOGEN® and Neulasta® Rebate Percent
Tier 1	\$2,025,630 - \$2,430,755	5.0%	5.0%
Tier 2	\$2,430,756 - \$2,633,318	11.5%	7.5%
Tier 3	\$2,633,319 - \$2,835,881	13.5%	10.5%
Tier 4	\$2,835,882 - \$3,038,444	14.5%	11.5%
Tier 5	\$3,038,445 - \$3,241,007	18.5%	13.5%
Tier 6	\$3,241,008 - \$3,443,570	20.0%	20.0%
Tier 7	≥ \$3,443,571	25.0%	25.0%

A comparison of these two contracts clearly shows that Florida Oncology Associates had to purchase almost twice the volume of Covered Drugs to get the same percentage rebate as Gulf Coast Oncology Associates.

252. Another example is the Amgen Portfolio Rebate Program Letter Agreement beginning in March 1, 2004, entered into by Southeast Georgia Hematology Oncology. This agreement offered Southeast Georgia Hematology Oncology the following base rebate schedule from March 1, 2004 through August 31, 2004:

<b>VOLUME TIERS</b>	Participating Eligible Physician Practice's Aggregate Combined Gross Purchases of Aranesp®, NEUPOGEN®, and Neulasta® during the applicable Quarterly Measurement Period	Aranesp® Rebate Percent	NEUPOGEN® and Neulasta® Rebate Percent

Tier 1	\$446,493 - \$535,791	4.0%	4.0%
Tier 2	\$535,792 - \$580,440	10.5%	6.5%
Tier 3	\$580,441 - \$625,090	12.5%	9.5%
Tier 4	\$625,091 - \$669,739	13.5%	10.5%
Tier 5	\$669,740 - \$714,388	16.5%	12.5%
Tier 6	\$714,389-\$759,037	18.0%	16.0%
Tier 7	≥ \$759,038	20.0%	21.0%

Southeast Georgia Hematology Oncology was able to obtain a 20 percent Aranesp discount by purchasing approximately one-third as much of the Covered Drugs as Florida Oncology Associates.

253. For Southeast Georgia Hematology Oncology, the 2006 Amgen Portfolio Contract increased the amount of purchases of Covered Drugs required to obtain *any* rebate at all:

<b>LEVEL</b>	Participating Eligible Physician Practice's Aggregate Combined Gross Purchases of the Covered Drugs <b>PLUS</b> Retail Prescriptions during the Applicable Quarterly Measurement Period	Aranesp® Rebate Percent	Neulasta® Rebate Percent	NEUPOGEN® Rebate Percent
Base	\$897,059 - \$941,911	18.0%	14.0%	10.0%
Five	\$941,912 - \$986,764	18.5%	14.5%	11.0%
Ten	\$986,765 - \$1,076,470	19.0%	15.0%	12.0%
Twenty	\$1,076,471 - \$1,166,175	19.5%	15.5%	13.0%
Thirty	\$1,166,176 - \$1,255,881	20.0%	16.0%	14.0%

Forty	\$1,255,882 - \$1,345,587	20.5%	16.5%	15.0%
Fifty	$\geq$ \$1,345,588	21.0%	17.0%	16.0%

In order to obtain any rebate at all from Amgen, Southeast Georgia Hematology Oncology had to more than double its purchases of the Covered Drugs from 2004 to and 2006. Amgen, in fact, provided substantial economic incentives for the Defendant Oncology Practices to increase their purchases of the Covered Drugs as with successive APCs, each of the Defendant Oncology Practices had to increase Covered Drug purchases to obtain rebates at the same level or even any rebate at all. This, in turn, resulted, in a dramatic increase in the use of these Covered Drugs in oncology patients and in the billing for this use to Government Healthcare Programs by the Defendant Oncology Practices. This dramatic increase in billings for the Covered Drugs to Government Healthcare Programs cannot be explained by medical necessity. Instead, this increase in the use of the Covered Drugs was the result of the economic incentives that were offered by Amgen and accepted by the Defendant Oncology Practices.

254. Amgen falsely claimed in promotional materials that it provided its “best prices” to its “best customers” in the form of the higher rebates. Amgen sought to portray these Amgen Portfolio Contracts as a way for Amgen to reward its biggest volume purchasers with the lowest prices for the Covered Drugs. But this was not the case. Amgen sought to mislead the public, government officials, and even its customers as to the true intention behind the APCs. *The true purpose of these contracts was to increase sales of the Covered Drugs during the Covered Period without regard to clinical efficacy or medical necessity. The Defendant Oncology Practices were provided with individually tailored rebate programs designed to encourage, in exchange for money, as much use of the Covered Drugs as each practice could, theoretically, prescribe in specific patient populations, whether these patient populations would benefit from*

*the use of these Covered Drugs or not. The Defendant Oncology Practices knowingly and enthusiastically participated in this conspiracy in exchange for large sums of money.*

*Defendant Oncology Practices committed fraud against Government Healthcare Practices in exchange for significant financial rewards.*

255. The Settlement Agreement entered into by Amgen and the United States in December 2012 specifically excluded from the release provided to Amgen: “Claims that Amgen unlawfully marketed the spread for its products; that is, that Amgen promoted the profit margins between the prices at which its products were sold to Amgen’s customers and the higher Medicare and/or Medicaid reimbursement prices for those products, knowing that the prices it reported to drug pricing compendia (such as First Data Bank) – specifically, AWP and Wholesale Acquisition Costs (“WAC”) – were higher than they should have been, that those reported higher prices would be used and/or relied upon by state Medicaid programs to set reimbursement rates, and that the difference between Amgen’s reported prices and the actual sales prices to its customers created substantial profit margins for pharmacists and medical providers as a result of state Medicaid programs’ reimbursement methodologies.” Settlement Agreement, ¶ Preamble (G)(8)(b).

256. Amgen’s sales force’s office visits with the Defendant Oncology Practices reflected its sales goals. First, Amgen, in direct contravention of FDA guidelines and regulations, marketed the Covered Drugs to the Defendant Oncology Practices by “marketing to spread.” Amgen sought to convince the Defendant Oncology Practices to purchase the Covered Drugs by emphasizing how much money the Defendant Oncology Practices could make per patient by prescribing and administering the Covered Drugs. As described herein, the term “spread” means the difference between what the Government Healthcare Programs paid the Defendant Oncology Practices what defendants were actually charged for the Covered Drugs, after taking



account of the rebates, other discounts, overfill, and free product samples Amgen provided to the Defendant Oncology Practices in exchange for their purchases of the Covered Drugs. The Defendant Oncology Practices that qualified for the highest rebates could receive from Amgen a rebate of up to half of the reimbursement amounts that the practices received from the Government Healthcare Programs.

257. Amgen's sales force touted this spread as an advantage that the Covered Drugs had over Procrit and competing therapies. By marketing the spread, Amgen demonstrated to the Defendant Oncology Practices the large sums of money that could be made by prescribing and administering the Covered Drugs to patients regardless of the clinical benefit to the patient. Given that many of cancer patients were terminal and desperate for any and all medical interventions, this patient population was uniquely vulnerable to receiving unnecessary medical care with no clinical benefit from Defendant Oncology Practices.

258. Over time, Amgen increased the level of purchases required of the Defendant Oncology Practices to receive a constant level of discounts, rebates, and other inducements to buy the Covered Drugs from Amgen. Amgen based the rebates it paid to the Defendant Oncology Practices not on the total amount of Covered Drugs these practices purchases, but, rather, on the potential for increased purchases from each practice. The Defendant Oncology Practices with the highest percentage increase in purchases received the highest rebate rates from Amgen, up to 50% of the costs of the drugs that the practice billed to the Government Healthcare Programs. Over time, Amgen raise the purchase level increases that the practices had to meet to receive the highest rebates. These increases in the amount of the Covered Drugs that had to be purchased to obtain the same level of rebate were significantly greater than the actual growth in the oncology patient population. Because the patient population was increasing at a much slower rate, the Defendant Oncology Practices that desired to continue to receive these

significant rebates had to find some means to increase their use of the Covered Drugs. In short, Amgen provided financial inducements to Defendant Oncology Practices to increase the number of Covered Drugs – particularly Aranesp – used in by the Defendant Oncology Practices. How this specific increase was achieved by each Defendant Oncology Practice was different for each practice. Patients of the Defendant Oncology Practices experiencing anemia associated with chemotherapy treatment for cancer were provided higher doses of Aranesp. Other Covered Drugs were also used at a higher rate for those patients for whom there was an FDA-approved indication. Also, the Defendant Oncology Practices expanded the patient population for using these Covered Drugs – including non-FDA approved uses – or “off-label” uses – of the Covered Drugs.

259. Amgen stood at the center of this scheme, providing billions of dollars paid directly to the Defendant Oncology Practices and other community oncology practices wherein these practices had already received full reimbursement for these Covered Drugs through Government Healthcare Programs. The Defendant Oncology Practices did their part to further the scheme by prescribing more and more Aranesp and other Covered Drugs to more and more patients, not on the basis of clinical benefit or medical necessity, but based upon the profits that were being made by the Defendant Oncology Practices in using these Covered Drugs. As alleged elsewhere in this Complaint, the Defendant Oncology Practices did not report these rebates, discounts and other things of value received from Amgen to the Government Healthcare Programs and did not reimburse the Government Healthcare Programs for the “double reimbursement” the Defendant Oncology Practices received for prescribing and administering the Covered Drugs.

260. Amgen initiated the conspiracy and was at its center, serving as the “hub.” Each of the Defendant Oncology Practice was connected to the conspiracy through Amgen, as a

“spoke.” Amgen’s primary goal for the conspiracy was to increase its sales of the Covered Drugs, and, hence, its revenues and profits.

261. In undertaking the actions described herein, Amgen and the Defendant Oncology Practices became participants in and the primary beneficiaries of the conspiracy to defraud Government Healthcare Programs of money.

262. Amgen’s actions, as alleged, in combination with those of the Defendant Oncology Practices, constituted a conspiracy to defraud third-party payers, including Government Healthcare Programs of money by failing to disclose the discounted, actual charge for the Covered Drugs paid by the Defendant Oncology Practices. By failing to disclose to Government Healthcare Program the rebates, discounts and other things of value the Defendant Oncology Practices received as an agreed term governing their purchases of the Covered Drugs under their Amgen Portfolio Contracts, the defendants caused Government Healthcare Programs to over-reimburse the Defendant Oncology Practices, hence defrauding them of money.

263. The rebates and other inducements by Amgen to the Defendant Oncology Practices to generate greater and greater purchases of the Covered Drugs made the reimbursements obtained by the Defendant Oncology Practices from Government Healthcare Programs fraudulent wherein these reimbursements were for a higher dosing of the Covered Drugs in patients without clinical benefit and/or the use of these Covered Drugs was in patients without any clinical benefit or medical need.

264. The primary goal the Defendant Oncology Practices sought from their participation in the conspiracy was increased revenues and profits. The Defendant Oncology Practices achieved that goal, in part, by obtaining rebates, discounts, overfill, and samples from Amgen, thereby reducing the cost of the Covered Drugs.

265. Under the Amgen Portfolio Contract, to the extent the Defendant Oncology Practices were able to achieve higher levels of use of the Covered Drugs, their cost to purchase these drugs from Amgen decreased, providing them with increased revenues and increase per unit profits; the Defendant Oncology Practices were also able to increase their revenues and profits from prescriptions they wrote and drugs they administered for patients receiving benefits under Government Healthcare Programs by failing to disclose to program administrators the rebates, discounts and other things of value they were being paid by Amgen for writing prescriptions and administering the Covered Drugs, all of which lowered the effective cost of the Covered Drugs to them, such disclosure being required by program rules and by provisions in their Amgen Portfolio Contracts as described in this complaint herein. The Defendant Oncology Practices therefore received far more in reimbursements for the Covered Drugs from Government Healthcare Programs than they in fact had paid for the Covered Drugs and were lawfully entitled to receive.

266. The rapid growth in purchases and administration of the Covered Drugs during the Covered Period by the Defendant Oncology Practices cannot be justified based upon clinical benefit or medical need. The administration of the Covered Drugs by the Defendant Oncology Practices during the Covered Period increased at a rate far higher than any increase in the incidence of applicable cancer or the treatment of cancer by the Defendant Oncology Practices

267. Amgen and the defendant Oncology Practices worked together to effectuate Amgen's scheme of increasing its profits on the Covered Drugs and increasing the practices' profits by obtaining excess payments for the drugs they administered to their patients. Amgen sold the Covered Drugs to the defendant Oncology Practices for a price listed on an invoice. The Defendant Oncology Practices administered the drugs to their patients and submitted the invoices to the Government Healthcare Programs to obtain reimbursement. When the

Defendant Oncology Practices presented these claims to the Government, they knew they were false. They knew the claims for reimbursement were false because they knew that Amgen would soon pay them a rebate of as much as 50% of the fake price listed on the invoice. The Defendant Oncology Practices also knew that Amgen wanted to increase its sales of Aranesp and Neulasta, especially at the expense of Procrit. They knew that to continue to receive the highest rebates, they had to increase the growth of the amount of Aranesp they prescribed at ever increasing rates. They knew that they had to prescribe Aranesp to more and more patients for more and more reasons at higher and higher doses. By encouraging the Defendant Oncology Practices to submit false claims to Government Healthcare Programs, Amgen recruited the Defendant Oncology Practices into an overarching, massive, billion-dollar scheme to defraud federal- and state-sponsored healthcare programs. Although the scheme had hundreds of participants, there was a single, overarching goal: increasing Amgen's revenues and profits and increasing the revenues and profits of the Defendant Oncology Practices by fraudulently causing payments to be made by Government Healthcare Programs to Defendant Oncology Practices. Amgen could not have achieved its objectives without the participation of hundreds of the Defendant Oncology Practices, and the Defendant Oncology Practices could not have achieved their goals without Amgen. Amgen was therefore at the center of a massive conspiracy to defraud the Federal Government and each of the Defendant Oncology Practices were part of that conspiracy. Each of the Defendant Oncology Practices is jointly and severally liable for the losses the Government Healthcare Programs suffered as a result of the scheme.

268. Amgen and the Defendant Oncology Practice engaged in a scheme to defraud the Government Healthcare Programs, the United States Government, and the governments of several States, as herein described. The actions that Amgen and the Defendant Oncology

Practices took in furtherance of that scheme, as described with particularity above, were both legal and illegal, and included:

- a. Violating the False Claims Act by knowingly presenting false claims for reimbursement to Government Healthcare Programs in violation of 31 U.S.C. §§ 3729 *et seq.*;
- b. Defrauding the US Government in violation of 18 U.S.C. § 371;
- c. Using mail and interstate wire communication to commit a fraud, in violation of 18 U.S.C. §§ 1341 & 1343;
- d. Prescribing and administering medications that were not medically indicated at all or at doses that were higher than medically indicated, in violation of various state statutes and state standards of medical ethics;
- e. Falsely reporting its prices for Aranesp and other drugs to drug pricing compendia (such as First Data Bank) – specifically, AWP and Wholesale Acquisition Costs (“WAC”);
- f. Running a criminal enterprise in violation of 15 U.S.C. § 1961 by engaging in a pattern of illegal activities included major fraud, mail fraud, and wire fraud

269. The hub and spoke conspiracy between Amgen on the one hand and the Defendant Oncology Practices on the other resulting in the defrauding of Government Healthcare Programs by the submission of false claims for payment and knowledge that these claims were false.

270. All of the Defendant Oncology Practices who participated in the scheme are jointly and severally with each other for the full amount of the fraud. Given Amgen’s conduct

described herein, Amgen could be jointly and severally liable, but as Amgen has not been named as a defendant, there is no claim for liability as to Amgen in this complaint.

**K. Affected Federal and State Government Healthcare Programs.**

271. The United States provides medical insurance for indigent or poor persons through Title XIX of the Social Security Act, 42 U.S.C. § 1396–1, *et seq.*, a program commonly referred to as Medicaid. Medicaid is a program funded by the federal government and various state governments. The various states named as plaintiffs in this Complaint have, as a result of the activities described throughout this Complaint, been required to pay reimbursements to the defendant Oncology Practices in excess of the amounts they were eligible to receive under governing regulations. Therefore, these State governments are properly named as Plaintiffs in this lawsuit by virtue of their respective state fraud recovery statutes.

272. Although Medicaid is administered at the state level, each state is required to adhere to federal guidelines. Federal statutes and regulations limit the drugs that the federal government will pay for through its funding of state Medicaid programs. Federal statutes and regulations restrict the uses for which the federal government will pay for approved drugs: even an approved drug is not eligible for cost reimbursement if the use for which it was prescribed is not a proper indication.

273. Generally, a medically accepted indication, or use, must be present before Medicaid will reimburse a medical services provider, such as the defendants in this case, or a pharmacy for a drug that is prescribed or administered to an individual covered by Medicaid. In knowingly submitting false fraudulent information and claims for reimbursement under the Medicaid program, Amgen and the Defendant Oncology Practices defrauded Government Healthcare Programs of money.

274. The federal government provides medical insurance for retirees and persons who are disabled through Title XVIII of the Social Security Act, 42 U.S.C. § 1395h, *et seq.*, a program commonly referred to as Medicare. Medicare is a health insurance program also administered by the federal government by the Department of Health and Human Services, Centers for Medicare & Medicaid Services, Center for Medicare.

275. Medicare has, since the implementation of the Medicare Prescription Drug Improvement and Modernization Act of 2003 paid for a substantial portion of outpatient prescription drugs for covered individuals. Medicare Part D, which provides beneficiaries with a level of coverage for the cost of prescription drugs, requires providers to adhere to the same laws and regulations as apply to providers under the Medicaid program.

276. In knowingly submitting false and fraudulent information and claims for reimbursement to Medicare, Amgen and the defendant Oncology Practices defrauded the United States of money, in violation of laws and regulations applicable to such claims. In addition to defrauding Medicaid and Medicare, the defendant Oncology Practices also defrauded other healthcare programs funded by the federal government. The programs identified in succeeding paragraphs of this subpart of the Complaint.

277. The Federal Employees Health Benefits (“FEHB”) Program, a program that provides medical benefits to United States government employees. It is administered by the Office of Personnel Management. This program and federal healthcare programs generally are administered pursuant to 5 U.S.C. § 8901, *et seq.*

278. The Civilian Health and Medical Program of the Department of Veterans Affairs, a program that provides medical benefits to eligible veterans.

279. TRICARE, a program that provides medical benefits to eligible uniformed military personnel and related individuals through civilian facilities. TRICARE is managed by



TRICARE Management Activity, a field activity under the policy guidance and direction of the Assistant Secretary of Defense (Health Affairs), Department of Defense.

280. The Indian Health Service (“IHS”), an agency of the Department of Health and Human Services that provides comprehensive medical care to eligible American Indians and Alaska Natives. The IHS is administered pursuant to 42 U.S.C. § 2002, *et seq.*

281. The Railroad Retirement Medicare, a program is authorized by the Railroad Retirement Act of 1974. 45 U.S.C. § 231, *et seq.* The program is administered though the United States Railroad Retirement Board.

282. For each of these programs named herein, the fraud perpetrated upon them by Amgen and the defendant Oncology Practices resulted in improper and fraudulent payments or overpayments for drugs. The fraudulent submission for reimbursement for non-approved or medically unnecessary uses and other purposes as described herein caused direct harm to the United States government and to the governments of the affected states by the payment or overpayment to the requested entities that should not have been “reimbursed,” or paid. In addition, the failure by the defendant Oncology Practices to identify the rebates and other things of value received by the defendant Oncology Practices resulted in overpayment of reimbursements to these entities.

283. Specifically, based on the drastic increase in purchases of the Covered Drugs, the Government Healthcare Providers were fraudulently induced to over-reimburse the Defendant Oncology Practices millions of dollars. The Defendant Oncology Practices’ increased purchases of the Covered Drugs, resulting from the Amgen APCs, kickbacks, off-label uses, overfills, and other unlawful incentives, directly correlates to the reimbursements made and received by the Defendant Oncology Practices.

284. Pursuant to sales data collected in 2002 (before the APCs were launched) and in 2006 (after the APCs were launched and executed by each Defendant), the Defendant Oncology Practices purchased the following dollar amount worth of the Covered Drugs. A true and correct copy of the sales report for purchases made from April 2001 through August 2002 by for the Defendant Oncology Practices is attached hereto and incorporated herein as *Exhibit 6. See also Exhibit 1.*<sup>6</sup>

<b>Defendant</b>	<b>ACIS #</b>	<b>2002 Annual Sales of Covered Drugs<sup>7</sup></b>	<b>2006 Annual Sales of Covered Drugs<sup>8</sup></b>
Florida Cancer Specialists and Research Institute	216205	\$2,210,962.00	\$20,271,344.00
Integrated Community Oncology Network LLC	11998	\$2,300,000.00	\$30,177,616.00
Gulfcoast Oncology Associates	221641	\$1,007,374.00	\$31,019,664.00
Hematology and Oncology Associates of The Treasure Coast	214554	\$787,886.00	\$9,231,236.00
Mid Florida Hematology and Oncology Centers P.A.	225776	\$56,002.00	\$8,296,792.00
Pacso Hernando Oncology Associates P.A.	216704	\$524,740.00	\$7,065,392.00
Regional Consultants in Hematology And Oncology	276635	\$129,265.00	\$5,978,684.00
Cancer Institute of Florida, P.A.	216184	\$225,211.00	\$7,537,660.00
Coastal Oncology, PL	1077445	\$0.00	\$5,549,140.00
Stuart Oncology Associates P.A.	214555	\$102,181.00	\$4,893,248.00
Ayub, Sokoi, Matzkowitz and Sennabaum D/B/A New Hope Cancer Center	216428	\$118,233.00	\$4,610,400.00
David Dresdner, M.D.	307671	\$25,210.00	\$4,019,844.00

<sup>6</sup> ICON sales in 2002 were listed under FOA, which later became ICON. FOA's purchases of the Covered Drugs prior to the APC launch was approximately \$1.2 million.

<sup>7</sup> The value for the 2002 Annual Sales of Covered Drugs is derived from taking the 2002 Fourth Quarter sales data and multiplying the value by four, to determine an approximation of the 2002 annual sales.

<sup>8</sup> The value for the 2006 Annual Sales of Covered Drugs is derived from the "Total Amgen Family" sales data for the year 2006, as reflected in *Exhibit 1*.

Georgia Cancer Specialists Administrative Annex	226796	\$1,931,457.00	\$28,556,852.00
Northwest Georgia Oncology Centers	226509	\$385,859.00	\$16,141,732.00
Augusta Oncology Associates	214436	\$318,116.00	\$11,980,992.00
Central Georgia Care Center	227676	\$119,729.00	\$7,928,608.00
Southeast Georgia Hematology/Oncology Associates P.C.	218644	\$426,424.00	\$5,672,540.00

285. The Defendant Oncology Practices purchases of the Covered Drugs increased by the following amounts after executing the APCs and receiving the illicit kickbacks and other incentives:

<b>Defendant</b>	<b>ACIS #</b>	<b>Increase in Purchases of Covered Drugs After APC<sup>9</sup></b>
Florida Cancer Specialists and Research Institute	216205	\$18,060,382.00
Integrated Community Oncology Network LLC	11998	\$27,877,616.00
Gulfcoast Oncology Associates	221641	\$30,012,290.00
Hematology and Oncology Associates of The Treasure Coast	214554	\$8,443,350.00
Mid Florida Hematology and Oncology Centers P.A.	225776	\$8,240,790.00
Pasco Hernando Oncology Associates P.A.	216704	\$6,540,652.00
Regional Consultants in Hematology and Oncology	276635	\$5,849,419.00
Cancer Institute of Florida, P.A.	216184	\$7,312,449.00
Coastal Oncology, PL	1077445	\$5,549,140.00
Stuart Oncology Associates P.A.	214555	\$4,791,067.00
Ayub, Sokoi, Matzkowitz and Sennabaum D/B/A New Hope Cancer Center	216428	\$4,492,167.00

<sup>9</sup> The value for the Increase in Purchases of Covered Drugs after the APC is calculated by subtracting the 2002 annual sales from the 2006 annual sales.

David Dresdner, M.D.	307671	\$3,994,634.00
Georgia Cancer Specialists Administrative Annex	226796	\$26,625,395.00
Northwest Georgia Oncology Centers	226509	\$15,755,873.00
Augusta Oncology Associates	214436	\$11,662,876.00
Central Georgia Care Center	227676	\$7,808,879.00
Southeast Georgia Hematology/Oncology Associates P.C.	218644	\$5,246,116.00

286. Considering that each of the Defendant Oncology Practices had a payer mix of approximately 70% patients supported by other Government Healthcare Programs, which reimbursed the cost of medications at a rate of ASP + 6%, the Government Healthcare Programs over-reimbursed the following dollar amounts as a result of the Defendant Oncology Practices' fraudulent practices from 2004 through 2011:

<b>Defendant</b>	<b>ACIS #</b>	<b>70% Government Healthcare Program Payer Mix</b>	<b>Amount of Over-Reimbursements from 2004-2011 (ASP + 6%)</b>
Florida Cancer Specialists and Research Institute	216205	\$12,642,267.40	<b>\$107,206,427.55</b>
Integrated Community Oncology Network LLC	11998	\$21,124,331.20	<b>\$165,481,258.58</b>
Gulfcoast Oncology Associates	221641	\$21,008,603.00	<b>\$178,152,953.44</b>
Hematology and Oncology Associates of The Treasure Coast	214554	\$5,910,345.00	<b>\$50,119,725.60</b>
Mid Florida Hematology and Oncology Centers P.A.	225776	\$5,768,553.00	<b>\$48,917,329.44</b>
Pacso Hernando Oncology Associates P.A.	216704	\$4,578,456.40	<b>\$38,825,310.27</b>
Regional Consultants in Hematology And Oncology	276635	\$4,094,593.30	<b>\$34,722,151.18</b>
Cancer Institute of Florida, P.A.	216184	\$5,118,714.30	<b>\$43,406,697.26</b>
Coastal Oncology, PL	1077445	\$3,884,398.00	<b>\$32,939,695.04</b>

Stuart Oncology Associates P.A.	214555	\$3,353,746.90	<b>\$28,439,773.71</b>
Ayub, Sokoi, Matzkowitz and Sennabaum D/B/A New Hope Cancer Center	216428	\$3,144,516.90	<b>\$26,665,503.31</b>
David Dresdner, M.D.	307671	\$2,796,243.80	<b>\$23,712,147.42</b>
Georgia Cancer Specialists Administrative Annex	226796	\$18,637,776.50	<b>\$158,048,344.72</b>
Northwest Georgia Oncology Centers	226509	\$11,029,111.10	<b>\$93,526,862.13</b>
Augusta Oncology Associates	214436	\$8,164,013.20	<b>\$69,230,831.94</b>
Central Georgia Care Center	227676	\$5,466,215.30	<b>\$46,353,505.74</b>
Southeast Georgia Hematology/Oncology Associates P.C.	218644	\$3,672,281.20	<b>\$31,140,944.58</b>
<b>TOTAL</b>			<b>\$1,176,889,731.92</b>

287. USOS alone expanded the GSA and ESA Markets by \$777,485,006.00 after executing its own special APCs with Amgen. Medicare was responsible for covering 55% of USOS's patients. Thus, reimbursing at the ACP + 6% rate, USOS alone overbilled Medicare by \$427,485,006 per year, or **\$3,419,880,050.00** from 2004 through 2011. A true and correct copy of the Neupogen sales data for USOS from January 1999 through January 2001 is attached hereto and incorporated herein as ***Exhibit 7***, and reflects that USOS purchased \$25,340,000 of Neupogen. A true and correct copy of Aranesp sales and market share data for USOS for 2004 is attached hereto and incorporated herein as ***Exhibit 8***, which reflects that USOS purchased \$53,496,476 of EPO (Procrit) prior to the APC, and a market expansion of an additional \$374,544,495 purchase of ESAs after the APC and kickback scheme.

288. Driven by illicit financial incentives provided through the Amgen APCs, a conservative estimate of the amount that the Defendant Oncology Practices defrauded Government Healthcare Programs out is **\$4,596,769,781.92**.

**COUNT ONE**

**Violation of False Claims Act, 31 U.S.C. § 3729(a)  
as to Defendant Oncology Practices as Specified Herein**

289. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

290. This count sets forth claims for treble damages and forfeitures under the federal False Claims Act, 31 U.S.C. §§ 3729-3732, as amended.

291. As described above, the defendant Oncology Practices, and each of them named and specified herein, have engaged in fraudulent activities including but not limited to purchasing the Covered Drugs and submitting claims to Government Healthcare Programs for payment, or “reimbursement,” for these drugs in order to receive rebates, discounts and other financial incentives to purchase the Covered Drugs from Amgen. The defendant Oncology Practices have, furthermore, prescribed and submitted claims payment, or “reimbursement,” of the cost of the Covered Drugs purchased from Amgen to Government Healthcare Programs that failed to account for the rebates, discounts, drug “overfills,” kickbacks and other financial incentives received from Amgen under various purchase incentive programs that were tied to the level, or volume, of such purchases. The defendant Oncology Practices have, furthermore, prescribed and submitted claims payment, or “reimbursement,” of the cost of the Covered Drugs purchased from Amgen to Government Healthcare Programs for the Covered Drugs that were administered to patients when not medically necessary or, while medically necessary, were

administered in an amount greater than medically necessary for the patient or in an amount greater than necessary to obtain the medical benefit for the patient.

292. The defendants have knowingly violated:

a. 31 U.S.C. § 3729(a)(1) by knowingly presenting, or causing to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States a false or fraudulent claim for payment or approval;

b. 31 U.S.C. § 3729(a)(2) by knowingly making, using or causing to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the United States Government; and/or

c. 31 U.S.C. § 3729(a)(3) by conspiring to defraud the United States Government by getting a false or fraudulent claim allowed or paid.

293. By reason of the defendants' false and fraudulent activities, the United States has been damaged, and may continue to be damaged.

## **COUNT TWO**

### **Violation of California False Claims Act, Cal. Gov. Code § 12650 *et seq.* as to Defendant US Oncology Specialty, LP**

294. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

295. This is a claim for treble damages and penalties under the California False Claims Act.

296. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of California.

297. As described above, the defendant US Oncology Specialty, LP has engaged in false and fraudulent activities including but not limited to purchasing the Covered Drugs and

submitting to the State of California claims for reimbursement of the cost of these drugs that did not disclose to the State of California the fact that the defendant US Oncology Specialty, LP received discounts, rebates, drug “overfills,” kickbacks and other things of value from Amgen for buying the Covered Drugs that were not properly disclosed to the State of California nor was the State of California provided its proportionate share of the discounts, rebates, kickbacks and other things of value received from Amgen.

298. As described above, the defendant US Oncology Specialty, LP has engaged in false and fraudulent activities, including but not limited to, purchasing the Covered Drugs and submitting claims to the State of California for “reimbursement,” or payment, for the cost of these drugs. The defendant US Oncology Specialty, LP prescribed and administered the Covered Drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of California for these improperly and fraudulently prescribed and administered drugs.

299. As described herein, defendant US Oncology Specialty, LP has knowingly violated California’s False Claims Act by submitting these false claims and omitting material information such that the State of California, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not have been paid but for the illegal acts of defendant US Oncology Specialty, LP.

300. By reason of the acts described herein, the State of California has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.



301. The State of California is, furthermore, entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented or caused to be made, used or presented by the defendant US Oncology Specialty, LP.

**COUNT THREE**

**Violation of Florida False Claims Act, Fl. Stat. § 66.081 *et seq.*  
as to Defendants US Oncology Specialty, LLP, Florida Cancer Specialists and Research  
Institute, Gulfcoast Oncology Associates, Integrated Community Oncology Network, LLC,  
Hematology and Oncology Associates of the Treasure Coast, Mid Florida Hematology and  
Oncology Centers, P.A., Pasco Hernando Oncology Associates, P.A., Regional Consultants  
in Hematology and Oncology, Coastal Oncology, PL, Stuart Oncology Associates, P.A.,  
Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center, and David  
Dresdner, M.D.  
("Florida Oncology Practices")**

302. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

303. This is a claim for treble damages and penalties under the Florida False Claims Act.

304. At all relevant times herein, defendants US Oncology Specialty, LLP, Florida Cancer Specialists and Research Institute, Gulfcoast Oncology Associates, Integrated Community Oncology Network, LLC, Hematology and Oncology Associates of the Treasure Coast, Mid Florida Hematology and Oncology Centers, P.A., Pasco Hernando Oncology Associates, P.A., Regional Consultants in Hematology and Oncology, Coastal Oncology, PL, Stuart Oncology Associates, P.A., Ayub, Sokoi, Matzkowitz and Sennabaum, d/b/a New Hope Cancer Center, and David Dresdner, M.D. ("Florida Oncology Practices") did business in the State of Florida.

305. As described above, the defendant Florida Oncology Practices have engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Florida for reimbursement for these drugs. The defendant

Florida Oncology Practices received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of Florida nor was the State of Florida provided its proportionate share of any discount received.

306. As described above, the defendant Florida Oncology Practices have engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Florida for reimbursement for these drugs. The defendant Florida Oncology Practices prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, the defendant Florida Oncology Practices then sought reimbursement from the State of Florida for these improperly and fraudulently prescribed and administered drugs.

307. As described herein, defendants have knowingly violated Florida's False Claims Act by submitting these false claims and omitting material information such that the State of Florida, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of the defendant Florida Oncology Practices.

308. By reason of the acts described herein, the State of Florida has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

309. The State of Florida, is, furthermore, entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by the defendant Florida Oncology Practices.

**COUNT FOUR**

**Violation of Georgia False Medicaid Claims Act, O.C.G.A. § 49-4-168 *et seq.*  
as to Defendants US Oncology Specialty, LLP, Georgia Cancer Specialists Administrative  
Annex, Northwest Georgia Oncology Centers, P.C., Augusta Oncology Associates, Central  
Georgia Cancer Care, Southeast Georgia Hematology/Oncology Associates, P.C.  
("Georgia Oncology Practices")**

310. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

311. This is a claim for damages and penalties under the Georgia False Medicaid Claims Act.

312. At all relevant times herein, defendants US Oncology Specialty, LLP, Georgia Cancer Specialists Administrative Annex, Northwest Georgia Oncology Centers, P.C., Augusta Oncology Associates, Central Georgia Cancer Care, Southeast Georgia Hematology/Oncology Associates, P.C. ("Georgia Oncology Practices") did business in the State of Georgia.

313. As described above, the defendant Georgia Oncology Practices have engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Georgia for reimbursement for these drugs. The defendant Georgia Oncology Practices received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of Georgia nor was the State of Georgia provided its proportionate share of any discount received.

314. As described above, the defendant Georgia Oncology Practices have engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Georgia for reimbursement for these drugs. The defendant Georgia Oncology Practices prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without

medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, the defendant Georgia Oncology Practices then sought reimbursement from the State of Georgia for these improperly and fraudulently prescribed and administered drugs.

315. As described herein, defendants have knowingly violated Georgia False Medicaid Claims Act by submitting these false claims and omitting material information such that the State of Georgia, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant Georgia Oncology Practices.

316. By reason of the acts described herein, the State of Georgia has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

317. The State of Georgia, is, furthermore, entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by the defendant Georgia Oncology Practices.

#### **COUNT FIVE**

##### **Violation of Illinois Whistleblower Reward and Protection Act, 740 Ill. Comp. Stat. § 173/1 *et seq.* as to Defendant US Oncology Specialty, LP**

318. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

319. This is a claim for treble damages and penalties under the Illinois Whistleblower Reward and Protection Act.

320. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of Illinois.

321. As described above, defendant Illinois US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and

submitting claims to the State of Illinois for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of Illinois nor was the State of Illinois provided its proportionate share of any discount received.

322. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Illinois for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of Illinois for these improperly and fraudulently prescribed and administered drugs.

323. As described herein, defendant US Oncology Specialty, LP has knowingly violated Illinois Whistleblower Reward and Protection Act by submitting these false claims and omitting material information such that the State of Illinois, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

324. By reason of the acts described herein, the State of Illinois has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

325. The State of Illinois, furthermore, entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by defendant US Oncology Specialty, LP.

**COUNT SIX**

**Violation of Indiana False Claims and Whistleblower Act, In. Code 5-11-5.5 *et seq.*  
as to Defendant US Oncology Specialty, LP**

326. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

327. This is a claim for treble damages and penalties under the Indiana False Claims and Whistleblower Act.

328. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of Indiana.

329. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Indiana for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of Indiana nor was the State of Indiana provided its proportionate share of any discount received.

330. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Indiana for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of Indiana for these improperly and fraudulently prescribed and administered drugs.

331. As described herein, Defendant US Oncology Specialty, LP has knowingly violated Indiana False Claims and Whistleblower Act by submitting these false claims and omitting material information such that the State of Indiana, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant Indiana Oncology Practices.

332. By reason of the acts described herein, the State of Indiana has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

333. The State of Indiana, furthermore, entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by the defendant Indiana Oncology Practices.

#### **COUNT SEVEN**

#### **Violation of Louisiana Medical Assistance Programs Integrity Law, La. Rev. Stat. § 46: 437 *et seq.* as to Defendant US Oncology Specialty, LP**

334. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

335. This is a claim for damages and penalties under the Louisiana Medical Assistance Programs Integrity Law.

336. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of Louisiana.

337. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Louisiana for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly

disclosed to the State of Louisiana nor was the State of Louisiana provided its proportionate share of any discount received.

338. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Louisiana for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of Louisiana for these improperly and fraudulently prescribed and administered drugs.

339. As described herein, defendant US Oncology Specialty, LP has knowingly violated Louisiana's Medical Assistance Programs Integrity Law by submitting these false claims and omitting material information such that the State of Louisiana, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

340. By reason of the acts described herein, the State of Louisiana has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

341. The State of Louisiana, furthermore, entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by the defendant US Oncology Specialty, LP.

### **COUNT EIGHT**

**Violation of Massachusetts False Claims Law, Mass. Gen. Laws Ch. 12 § 5(B) *et seq.*  
as to Defendant US Oncology Specialty, LP**



342. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

343. This is a claim for treble damages and penalties under the Massachusetts False Claims Law.

344. At all relevant times herein, defendant US Oncology Specialty, LP did business in the Commonwealth of Massachusetts.

345. As described above, defendant US Oncology Specialty, LP has engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Massachusetts for reimbursement for these drugs. The defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the Commonwealth of Massachusetts nor was the Commonwealth of Massachusetts provided its proportionate share of any discount received.

346. As described above, defendant US Oncology Specialty, LP has engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the Commonwealth of Massachusetts for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the Commonwealth of Massachusetts for these improperly and fraudulently prescribed and administered drugs.

347. As described herein, defendant US Oncology Specialty, LP has knowingly violated the Massachusetts False Claims Law by submitting these false claims and omitting

material information such that the Commonwealth of Massachusetts, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

348. By reason of the acts described herein, the Commonwealth of Massachusetts has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

349. The Commonwealth of Massachusetts, furthermore, is entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by defendant US Oncology Specialty, LP.

### **COUNT NINE**

#### **Violation of Michigan Medicaid False Claims Act, M.C.L. 400.601 *et seq.* as to Defendant US Oncology Specialty, LP**

350. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

351. This is a claim for treble damages and penalties under the Michigan Medicaid False Claims Act.

352. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of Michigan.

353. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Michigan for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly

disclosed to the State of Michigan nor was the State of Michigan provided its proportionate share of any discount received.

354. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Michigan for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of Michigan for these improperly and fraudulently prescribed and administered drugs.

355. As described herein, defendant US Oncology Specialty, LP knowingly violated the Michigan Medicaid False Claims Act by submitting these false claims and omitting material information such that the State of Michigan, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

356. By reason of the acts described herein, the State of Michigan has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

357. The State of Michigan, furthermore, is entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by defendant US Oncology Specialty, LP.

#### **COUNT TEN**

**Violation of New Jersey False Claims Act, N.J. Stat. § 2A:32C-1 *et seq.*  
as to Defendant US Oncology Specialty, LP**

358. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

359. This is a claim for treble damages and penalties under the New Jersey False Claims Act.

360. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of New Jersey.

361. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of New Jersey for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of New Jersey nor was the State of New Jersey provided its proportionate share of any discount received.

362. As described above, defendant US Oncology Specialty, LP have engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of New Jersey for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of New Jersey for these improperly and fraudulently prescribed and administered drugs.

363. As described herein, defendant US Oncology Specialty, LP knowingly violated the New Jersey False Claims Act by submitting these false claims and omitting material information such that the State of New Jersey, not knowing that these claims were false and not

aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

364. By reason of the acts described herein, the State of New Jersey has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

365. The State of New Jersey, furthermore, is entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by defendant US Oncology Specialty, LP.

### **COUNT ELEVEN**

#### **Violation of New York False Claims Act, N.Y. Stat. Fin. § 187 *et seq.* as to Defendant US Oncology Specialty, LP**

366. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

367. This is a claim for treble damages and penalties under the New York False Claims Act.

368. At all relevant times herein, Defendant US Oncology Specialty, LP did business in the State of New York.

369. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of New York for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of New York nor was the State of New York provided its proportionate share of any discount received.

370. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of New York for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of New York for these improperly and fraudulently prescribed and administered drugs.

371. As described herein, defendant US Oncology Specialty, LP knowingly violated the New York False Claims Act by submitting these false claims and omitting material information such that the State of New York, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

372. By reason of the acts described herein, the State of New York has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

373. The State of New York, furthermore, is entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by the defendant US Oncology Specialty, LP.

## **COUNT TWELVE**

### **Violation of Oklahoma Medicaid False Claims Act, 63 OK. Stat. § 5053, *et seq.* as to Defendant US Oncology Specialty, LP**

374. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

375. This is a claim for treble damages and penalties under the Oklahoma Medicaid False Claims Act.

376. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of Oklahoma.

377. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Oklahoma for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of Oklahoma nor was the State of Oklahoma provided its proportionate share of any discount received.

378. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Oklahoma for reimbursement for these drugs. The defendant Oklahoma Oncology Practices prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of Oklahoma for these improperly and fraudulently prescribed and administered drugs.

379. As described herein, defendant US Oncology Specialty, LP knowingly violated the Oklahoma Medicaid False Claims Act by submitting these false claims and omitting material information such that the State of Oklahoma, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

380. By reason of the acts described herein, the State of Oklahoma has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

381. The State of Oklahoma furthermore, is entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by defendant US Oncology Specialty, LP.

### **COUNT THIRTEEN**

#### **Violation of Texas Medicaid Fraud Prevention Law, Tex. Hum. Res. Code § 36.002 *et seq.* as to Defendant US Oncology Specialty, LP.**

382. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

383. This is a claim for treble damages and penalties under the Texas Medicaid Fraud Prevention Law.

384. At all relevant times herein, defendant US Oncology Specialty, LP did business in the State of Texas.

385. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Texas for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the State of Texas nor was the State of Texas provided its proportionate share of any discount received.

386. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the State of Texas for reimbursement for these drugs. Defendant US Oncology



Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP then sought reimbursement from the State of Texas for these improperly and fraudulently prescribed and administered drugs.

387. As described herein, defendant US Oncology Specialty, LP knowingly violated the Texas Medicaid False Claims Act by submitting these false claims and omitting material information such that the State of Texas, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

388. By reason of the acts described herein, the State of Texas has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

389. The State of Texas, furthermore, is entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by the defendant US Oncology Specialty, LP.

#### **COUNT FOURTEEN**

##### **Violation of Virginia False Claims Act, Va. Code Ann. § 8.01-216.3(a) *et seq.* as to Defendant US Oncology Specialty, LP**

390. Relator realleges and incorporates by reference the allegations of paragraphs 1-278 of this Complaint.

391. This is a claim for treble damages and penalties under the Virginia False Claims Act.

392. At all relevant times herein, defendant US Oncology Specialty, LP did business in the Commonwealth of Virginia.

393. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the Commonwealth of Virginia for reimbursement for these drugs. Defendant US Oncology Specialty, LP received financial incentives and kickbacks from Amgen that were not properly disclosed to the Commonwealth of Virginia nor was the Commonwealth of Virginia its proportionate share of any discount received.

394. As described above, defendant US Oncology Specialty, LP engaged in fraudulent activities including but not limited to selling and purchasing the Covered Drugs and submitting claims to the Commonwealth of Virginia for reimbursement for these drugs. Defendant US Oncology Specialty, LP prescribed and administered these drugs to patients without medical necessity or in amount greater than medically necessary for a patient or in an amount greater than necessary to obtain the medical benefit for the patient. Despite administering these drugs without medical benefit or necessity or in excess of what would be required to obtain the medical benefit or necessity, defendant US Oncology Specialty, LP sought reimbursement from the Commonwealth of Virginia for these improperly and fraudulently prescribed and administered drugs.

395. As described herein, defendant US Oncology Specialty, LP knowingly violated the Virginia False Claims Act by submitting these false claims and omitting material information such that the Commonwealth of Virginia, not knowing that these claims were false and not aware of the omitted information, paid these claims that would not be paid but for the illegal acts of defendant US Oncology Specialty, LP.

396. By reason of the acts described herein, the Commonwealth of Virginia has been damaged and continues to be damaged in an amount to be fully calculated and stated at trial.

397. The Commonwealth of Virginia, furthermore, is entitled to the maximum penalty for each and every false or fraudulent claim, record or statement made, used, presented, or caused to be made, used, or presented by defendant US Oncology Specialty, LP.

### **PRAYER FOR RELIEF**

WHEREFORE, Relator requests that judgment be entered against Defendants, ordering that:

a. Defendants pay an amount equal to three times the amount of damages the United States has sustained because of Defendants' actions, plus a civil penalty against Defendants of not less than \$5,500, and not more than \$11,000 for each violation of 31 U.S.C. § 729;

b. Defendants pay an amount equal to three times the amount of damages the State of California has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of California Government Code § 12650(a);

c. Defendants pay an amount equal to three times the amount of damages the State of Florida has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Florida Statute § 66.082;

d. Defendants pay an amount equal to three times the amount of damages the State of Georgia has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Georgia Statute § 49-4-168, *et seq.*;

e. Defendants pay an amount equal to three times the amount of damages the State of Illinois has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Illinois Comp. Statute § 175/3(a);

f. Defendants pay an amount equal to three times the amount of damages the State of Indiana has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Indiana Code 5-11-5.5, *et seq.*;

g. Defendants pay an amount equal to three times the amount of damages the State of Louisiana has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Louisiana Revised Statute § 437, *et seq.*;

h. Defendants pay an amount equal to three times the amount of damages the State of Massachusetts has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Massachusetts General Laws Chapter 12 § 5B;

i. Defendants pay an amount equal to three times the amount of damages the State of Michigan has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Michigan C.L. 400.601, *et seq.*;

j. Defendants pay an amount equal to three times the amount of damages the State of New Jersey has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of N.J. Stat. § 2A:32C-1, *et seq.*;

k. Defendants pay an amount equal to three times the amount of damages the State of New York has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of New York State Fin. § 187, *et seq.*;

l. Defendants pay an amount equal to three times the amount of damages the State of Oklahoma has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of 63 Oklahoma Statute § 5053, *et seq.*;

m. Defendants pay an amount equal to three times the amount of damages the State of Texas has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Texas Hum. Res. Code § 36.002;

n. Defendants pay an amount equal to three times the amount of damages the Commonwealth of Virginia has sustained because of Defendants' actions, plus all applicable civil penalties for each violation of Va. Code Ann. § 8.01-216.3(a), *et seq.*;

o. Relator be awarded the maximum amount allowed pursuant to 31 U.S.C. § 3730(d);

p. Defendants cease and desist from violating the False Claims Act, 31 U.S.C. §3729, *et seq.*

q. Relator be awarded all costs of this action, including attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d) and all other applicable statutes including the False Claims Acts of the various states identified herein; and

r. The United States and Relator be granted all such other relief as the Court deems just and proper.

Dated: November 30, 2020

/s/ Rob Hennig

Rob Hennig  
California Bar No. 174646  
Hennig Ruiz & Singh P.C.  
3600 Wilshire Blvd., Suite 1908  
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Admitted *Pro Hac Vice*  
Attorney for Plaintiff/*Qui Tam* Relator

**DEMAND FOR JURY TRIAL**

A trial by jury is requested in this case.

Dated: November 30, 2020

\_\_\_\_\_  
/s/ Rob Hennig

Rob Hennig  
California Bar No. 174646  
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Attorney for Plaintiff/*Qui Tam* Relator

# **Exhibit 1**



[illegible]



## **Exhibit 2**

# Amgen Portfolio Contract 2004/2005

## Rebate Schedules Example: \$6M Total Class

	Quarterly Amgen Portfolio Volume	Base Rebates		Enhanced Rebates	
		3/1/2004 - 8/31/2004		9/1/2004 - 2/28/2006*	
		Aranesp <sup>®</sup>	Neupogen <sup>®</sup> / Neulasta <sup>®</sup>	Aranesp <sup>®</sup>	Neupogen <sup>®</sup> / Neulasta <sup>®</sup>
Tier 1	\$750K	5.0%	5.0%	5.0%	5.0%
Tier 2	\$900K	11.5%	7.5%	11.5%	7.5%
Tier 3	\$975K	13.5%	10.5%	18.5%	10.5%
Tier 4	\$1,050K	14.5%	11.5%	19.5%	11.5%
Tier 5	\$1,125K	17.5%	13.5%	22.5%	13.5%
Tier 6	\$1,200K	18.0%	20.0%	23.0%	20.0%
Tier 7	\$1,275K	23.0%	25.0%	28.0%	25.0%

\* Quarterly Amgen Portfolio Volume target = Aranesp<sup>®</sup> + Neulasta<sup>®</sup> + Neupogen<sup>®</sup>.

For Internal Amgen Use Only



Corporate Accounts

# Amgen Portfolio Contract 2004/2005

## Rebate Schedule Example: \$3M Customer

	Quarterly Amgen Portfolio Volume	Base Rebates		Enhanced Rebates	
		3/1/2004 - 8/31/2004		9/1/2004 - 2/28/2006*	
		Aranesp <sup>®</sup>	Neupogen <sup>®</sup> / Neulasta <sup>®</sup>	Aranesp <sup>®</sup>	Neupogen <sup>®</sup> / Neulasta <sup>®</sup>
Tier 1	\$375K	4.0%	4.0%	4.0%	4.0%
Tier 2	\$450K	10.5%	6.5%	10.5%	6.5%
Tier 3	\$488K	12.5%	9.5%	17.5%	9.5%
Tier 4	\$525K	13.5%	10.5%	18.5%	10.5%
Tier 5	\$563K	15.5%	12.5%	20.5%	12.5%
Tier 6	\$600K	16.0%	16.0%	21.0%	16.0%
Tier 7	\$638K	18.0%	21.0%	23.0%	21.0%

\* Quarterly Amgen Portfolio Volume target = Aranesp<sup>®</sup> + Neulasta<sup>®</sup> + Neupogen<sup>®</sup>.

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# Amgen Portfolio Contract 2004/2005

## Rebate Schedule Example: \$600K Customer

	Quarterly Amgen Portfolio Volume	Base Rebates		Enhanced Rebates	
		3/1/2004 - 8/31/2004		9/1/2004 - 2/28/2006*	
		Aranesp <sup>®</sup>	Neupogen <sup>®</sup> / Neulasta <sup>®</sup>	Aranesp <sup>®</sup>	Neupogen <sup>®</sup> / Neulasta <sup>®</sup>
Tier 1	\$75K	3.0%	3.0%	3.0%	3.0%
Tier 2	\$90K	8.5%	5.5%	8.5%	5.5%
Tier 3	\$98K	10.0%	8.5%	15.0%	8.5%
Tier 4	\$105K	11.0%	9.5%	16.0%	9.5%
Tier 5	\$113K	12.0%	11.5%	17.0%	11.5%
Tier 6	\$120K	13.0%	14.0%	18.0%	14.0%
Tier 7	\$128K	15.0%	16.0%	20.0%	16.0%

\* Quarterly Amgen Portfolio Volume target = Aranesp<sup>®</sup> + Neulasta<sup>®</sup> + Neupogen<sup>®</sup>.

For Internal Amgen Use Only

# **Exhibit 3**





Corporate Accounts

# Amgen Portfolio Contract 2004/2005

## Contract Terms – Off-invoice Discount

	Current Off-Invoice <u>Discount</u>	<b>Special</b> 6 Month Incremental <u>Discount *</u>	Total Off-Invoice <u>Discount</u>
Aranesp® (Darbepoetin alfa)	5.0%	5.0%	10.0%
Neulasta® (pegfilgrastim)	5.0%		5.0%
NEUPOGEN® (Filgrastim)	3.0%		3.0%
NEUPOGEN® SingleJect® **	10.7%		10.7%

\* Incremental Off-invoice discounts will be in effect March 1, 2004, through August 31, 2004.

\*\* Neupogen® SingleJect® on a net cost basis is 1% more expensive than vials.

- Incremental 5% Off-invoice discount effective 3/1/04 – 8/31/04. Beginning 9/1/04, incremental off-invoice discounts for Aranesp® will be added to product rebate tiers for eligible customers with an Amgen Portfolio Volume at the Tier 3 or higher level.

# **Exhibit 4**

2004 PURCHASES BY DEFENDANT ONCOLOGY PRACTICES

			Enrollment Date	Program Type	Contract Name	Address	City State Zip	Territory	Gross Purchases (March - June)					Enhanced Rebate Goal	Variance to Enhanced Rebate Goal	Variance to Tiers (March - June)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
									PPM AFFL	Aranesp	Neulasta	Neupogen	Total Amgen Family			Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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ACIS	Fence Sitter Target	Contracted	Enrollment Date	Program Type	Contract Name	Address	City State Zip	Territory	PPM AFFL	Gross Purchases (Jul - Sep)			Total Amgen	Enhanced Rebate Goal	Variance to Enhanced	Variance to Tiers (Jul - Sep)							Last Invoice Date
										Aranesp	Neulasta	Neupogen				Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7	
214436	No	SIGNED	1-Mar-04	Platinum	Augusta Oncology Associates	2101 Central Avenue	Augusta GA 30904	82203	International Oncology Network	429,937	300,240	14,736	744,913	2,169,736	827,102	(89,601)	(256,504)	(339,955)	(423,407)	(506,858)	(590,309)	(673,761)	8/3/2004
216428	No	SIGNED	1-Mar-04	Gold	Ayub, Sokol, Matzkowitz and Sennabaur, dba New Hope Cancer	7651 Medical Drive	Hudson FL 34667	83705	Oncology Associates	32,994	62,550	15,780	111,324	589,768	(136,618)	(115,510)	(160,877)	(183,560)	(206,244)	(228,927)	(251,610)	(274,294)	7/29/2004
274920	No	SIGNED	1-Mar-04	Gold	Central Care Cancer Center	730 Medical Center Drive	Newton KS 67114	84701	International Oncology Network	28,764	35,028	3,075	66,867	257,923	123,555	(32,334)	(52,174)	(62,094)	(72,014)	(81,935)	(91,855)	(101,775)	8/3/2004
1077445	No	SIGNED	1-Mar-04	Gold	Coastal Oncology, PI	325 Clyde Morris Boulevard, Suite 450	Ormond Beach FL 32174	83701	National Oncology Alliance, Inc.	104,481	72,558	0	177,039	376,769	393,129	32,128	3,146	(11,345)	(25,836)	(40,328)	(54,819)	(69,310)	8/4/2004
307671	Yes	SIGNED	1-Jun-04	Gold	David Dresdner, M.D.	1099 5th Avenue North, Suite 120	St. Petersburg FL 33705	83705	International Oncology Network	12,690	0	0	12,690	1,067,758	437,089	(397,988)	(480,121)	(521,189)	(562,256)	(603,324)	(644,392)	(685,459)	7/13/2004
216205	No	SIGNED	1-Mar-04	Platinum	Florida Cancer Specialists	3840 Broadway	Fort Myers FL 33901	83201	International Oncology Network	0	0	4,564	4,564	1,447,172	527,076	(2,859,733)	(3,432,592)	(3,719,023)	(4,005,452)	(4,291,882)	(4,578,311)	(4,864,741)	7/28/2004
216539	No	SIGNED	1-Mar-04	Platinum	Florida Cancer Specialists	1970 Golf Street	Sarasota FL 34236	83201	Select Plus Oncology, LLC	0	0	0	1,733,254	(928,897)	(666,636)	(799,963)	(866,627)	(933,290)	(999,954)	(1,066,618)	(1,133,281)	(1,200,618)	6/29/2004
226796	No	SIGNED	1-Mar-04	Platinum	Georgia Cancer Specialists Administrative Annex	1872 Montreal Road	Tucker GA 30084	83602	International Oncology Network	1,440,992	1,073,358	160,216	2,674,566	8,820,802	2,938,285	(178,050)	(1,396,573)	(1,735,635)	(2,075,096)	(2,414,358)	(2,753,620)	(3,092,881)	8/3/2004
221641	No	SIGNED	1-Mar-04	Platinum	Gulf Coast Oncology Associates	1201 5th Avenue North, Suite 505	St. Petersburg FL 33705	83705	International Oncology Network	1,156,990	400,320	61,032	1,618,342	2,734,605	3,461,082	566,571	356,217	251,040	145,863	40,686	(64,492)	(169,669)	8/3/2004
214554	No	SIGNED	1-Mar-04	Gold	Hematology and Oncology Associates of the Treasure Coast	1801 Southeast Hillmoor Drive, Suite B101	Port St. Lucie FL 34952	83103	National Oncology Alliance, Inc.	301,599	142,614	12,814	457,027	1,342,203	800,241	(59,205)	(162,451)	(214,075)	(265,698)	(317,321)	(368,944)	(420,567)	8/4/2004
225776	No	SIGNED	1-Apr-04	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	2100 West 1st Street	Sanford FL 32771	83102	International Oncology Network	14,382	25,020	166,272	205,674	2,422,035	(1,311,045)	(725,878)	(912,188)	(1,005,344)	(1,098,499)	(1,191,654)	(1,284,809)	(1,377,964)	8/4/2004
226509	Yes	SIGNED	1-Mar-04	Platinum	Northwest Georgia Oncology Centers, P.C.	55 Wilcher Street, Suite 300	Marietta GA 30060	83601	International Oncology Network	697,104	387,810	12,648	1,097,562	3,160,121	388,778	(117,869)	(360,955)	(482,489)	(604,041)	(725,585)	(847,128)	(968,671)	8/3/2004
216704	No	UNSIGNED	1-Mar-04	Gold	Pasco Hernando Oncology Associates, P.A.	5802 State Road 54	New Port Richey FL 34652	83705	International Oncology Network	13,536	42,534	8,084	64,154	1,268,839	(793,602)	(423,861)	(521,464)	(570,266)	(619,067)	(667,869)	(716,670)	(765,472)	8/2/2004
276635	No	SIGNED	1-Mar-04	Gold	Regional Consultants in Hematology and Oncology	1235 San Marco Boulevard, Suite 3	Jacksonville FL 32207	83703	International Oncology Network	195,764	157,626	17,540	370,930	1,510,153	305,550	(209,898)	(326,064)	(384,146)	(442,229)	(500,312)	(558,395)	(616,478)	8/3/2004
218644	No	SIGNED	1-Mar-04	Gold	Southeast Georgia Hematology/Oncology	1111 Glynco Jetport Parkway, Suite 500	Brunswick GA 31525	83703	National Oncology Alliance, Inc.	268,182	85,068	25,276	378,526	1,160,882	796,788	(67,967)	(157,266)	(201,915)	(246,564)	(291,214)	(335,863)	(380,512)	8/4/2004
214555	No	SIGNED	1-Mar-04	Gold	Stuart Oncology	501 South East Osceola Street, Suite 301	Stuart FL 34994	83103	International Oncology Network	117,509	55,044	39,256	211,809	426,072	621,531	47,935	15,160	(1,227)	(17,615)	(34,002)	(50,389)	(66,777)	7/29/2004

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ACIS	Fence Sitter	Contracted	Enrollment Date	Program Type	Contract Name	Address	City State Zip	Territory	PPM AFFL	Gross Purchases (Jul - Sep)			March-Aug			Variance to Tiers (Jul - Sep)							Invoice Date	
										Aranesp	Neulasta	Neupogen	Amgen	Rebate Goal	Enhanced	Tier 1	Tier 2	Tier 3	Tiers 4	Tier 5	Tier 6	Tier 7		
214436	No	SIGNED	1-Mar-04	Platinum	Augusta Oncology Associates	2101 Central Avenue	Augusta GA 30904	82203	International Oncology Network	1,170,695	965,772	51,904	2,188,371	2,169,736	1,596,801	1,353,857	1,186,954	1,103,503	1,020,051	936,600	853,149	769,697	9/30/2004	1
216428	No	SIGNED	1-Mar-04	Gold	Ayub, Sokol, Matzkowitz and Sennabaur, dba New Hope Cancer	7651 Medical Drive	Hudson FL 34667	83705	Oncology Associates	113,787	185,148	39,972	338,907	589,768	(66,345)	112,073	66,706	44,023	21,339	(1,344)	(24,027)	(46,711)	9/30/2004	2
1077445	No	SIGNED	1-Mar-04	Gold	Coastal Oncology, PI	325 Clyde Morris Boulevard, Suite 450	Ormond Beach FL 32174	83101	National Oncology Alliance, Inc.	308,790	232,686	0	541,476	376,769	566,748	396,565	367,583	353,092	338,601	324,110	309,618	295,127	9/30/2004	3
307671	Yes	SIGNED	1-Jun-04	Gold	David Dresdner, M.D.	1099 5th Avenue North, Suite 120	St. Petersburg FL 33705	83705	International Oncology Network	306,252	440,352	0	746,604	1,067,758	877,451	335,928	253,793	212,725	171,658	130,590	89,522	46,455	9/29/2004	4
216205	No	SIGNED	1-Mar-04	Platinum	Florida Cancer Specialists	3840 Broadway	Fort Myers FL 33901	83201	International Oncology Network	846	15,012	193,388	209,246	7,447,172	731,335	(2,655,051)	(3,227,910)	(3,514,340)	(3,800,770)	(4,087,200)	(4,373,629)	(4,660,059)	9/15/2004	5
216539	No	SIGNED	1-Mar-04	Platinum	Florida Cancer Specialists	1970 Golf Street	Sarasota FL 34236	83201	Select Plus Oncology, LLC	0	0	0	0	1,733,254	(928,897)	(666,636)	(799,963)	(866,627)	(933,290)	(999,954)	(1,066,618)	(1,133,281)	9/15/2004	6
229579	No	UNSIGNED	1-Mar-04	Silver	Florida Cancer Specialists	1100 Goodlette Road	Naples FL 34102	83201	Oncology Associates	0	0	0	0	69,410	(69,410)	(26,696)	(32,035)	(34,705)	(37,374)	(40,044)	(42,714)	(45,383)	7	
11998	No	SIGNED	1-Jul-04	Platinum	Florida Oncology Associates	9143 Phillips Highway, Suite 560	Jacksonville FL 32256	83703	International Oncology Network	2,435,380	1,606,284	93,057	4,134,721	4,876,639	3,137,697	2,259,091	1,883,965	1,696,402	1,508,839	1,321,276	1,133,713	946,149	9/30/2004	8
226796	No	SIGNED	1-Mar-04	Platinum	Georgia Cancer Specialists Administrative Annex	1872 Montreal Road	Tucker GA 30084	83602	International Oncology Network	3,897,945	2,907,324	450,580	7,255,849	8,820,802	5,385,612	3,863,233	3,184,710	2,845,448	2,506,187	2,166,925	1,827,663	1,488,402	9/30/2004	9
221641	No	SIGNED	1-Mar-04	Platinum	Gulf Coast Oncology Associates	1201 5th Avenue North, Suite 505	St. Petersburg FL 33705	83705	International Oncology Network	2,676,744	995,796	198,548	3,871,088	2,734,605	4,592,571	2,819,307	2,608,963	2,503,786	2,398,609	2,239,432	2,188,264	2,083,077	9/29/2004	10
214554	No	SIGNED	1-Mar-04	Gold	Hematology and Oncology Associates of the Treasure Coast	1801 Southeast Hillmore Drive, Suite B101	Port St. Lucie FL 34952	83103	National Oncology Alliance, Inc.	702,180	365,292	22,039	1,089,511	1,342,203	1,138,497	573,279	470,033	418,409	366,786	315,163	263,540	211,917	9/30/2014	11
225776	No	SIGNED	1-Apr-04	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	1100 West 1st Street	Sarasota FL 34236	83102	International Oncology Network	22,842	365,308	1,469,688	1,677,838	2,422,035	959,427	946,286	759,976	666,820	573,685	480,510	387,355	294,200	9/10/2014	12
226509	Yes	SIGNED	1-Mar-04	Platinum	Northwest Georgia Oncology Centers, P.C.	45 Winder Street, Suite 300	Lawrenceville GA 30046	83102	International Oncology Network	1,923,820	1,205,964	32,092	3,160,876	3,160,876	1,947,820	1,348,690	1,093,917	939,614	861,820	789,614	709,204	630,204	9/30/2004	13
216704	No	SIGNED	1-Sep-04	Gold	Pasco Hematology Oncology Associates, P.A.	5062 State Road 54	New Port Richey FL 34652	83705	International Oncology Network	42,977	137,610	9,844	190,437	268,839	(710,046)	(297,584)	(395,187)	(443,989)	(492,790)	(541,592)	(590,393)	(636,195)	9/29/2014	14
276635	No	SIGNED	1-Mar-04	Gold	Regional Consultants in Hematology and Oncology	12325 San Marco Boulevard, Suite 3	Jacksonville FL 32207	83703	International Oncology Network	678,323	447,558	85,856	1,183,037	1,150,153	628,652	602,209	486,043	427,961	366,878	311,795	253,712	195,629	9/29/2014	15
218644	No	SIGNED	1-Mar-04	Gold	Southeast Georgia Hematology/Oncology	1111 Glynnco Jetport Parkway, Suite 500	Brunswick GA 31525	83703	National Oncology Alliance, Inc.	641,522	457,866	59,308	1,158,696	1,160,882	1,331,652	712,203	622,904	578,255	533,606	488,957	444,307	399,658	9/27/2014	16
214555	No	SIGNED	1-Mar-04	Gold	Stuart Oncology	501 South East Osceola Street, Suite 301	Stuart FL 34994	83103	International Oncology Network	292,124	185,148	84,120	561,392	426,072	803,428	397,516	364,743	348,356	331,968	315,851	299,194	282,806	9/21/2014	17



276635	SIGNED	No	1-Mar-04	Gold	Regional Consultants in Hematology and Oncology	1235 San Marco Boulevard, Suite 3	Jacksonville FL 32207	83703 International Oncology Network	40,946	60,048	9,128	110,122	1,510,153	628,652	(470,706)	(586,872)	(644,954)	(703,037)	(761,120)	(819,203)	(877,286)	10/26/2004	15
286669	SIGNED	No	1-Mar-04	Gold	Southeast Gynecologic Oncology Associates, P.A.	1801 Barrs Street, Suite 720	Jacksonville FL 32204	83703 National Oncology Alliance, Inc.	0	0	0	0	651,576	615,293	(250,806)	(300,727)	(325,788)	(350,848)	(375,909)	(400,970)	(426,030)		16
214555	SIGNED	No	1-Mar-04	Gold	Stuart Oncology	501 South East Osceola Street, Suite 301	Stuart FL 34994	83103 International Oncology Network	67,426	80,064	26,996	174,486	426,072	803,428	10,612	(22,163)	(38,550)	(54,938)	(71,325)	(87,712)	(104,100)	10/27/2004	17

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ACIS	Contracted		Enrollment Date	Program Type	Contract Name	Address	City State Zip	Territory	PPM AFFL	Gross Purchases (Oct - Dec)				March-Aug		Variance to Tiers (Oct - Dec)							Last Invoice Date	
										Aranesp	Neulasta	Neupogen	Total Amgen Family	Enhanced Rebate Goal	Variance to Enhanced Rebate Goal	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7		
216428	SIGNED		1-Mar-04	Gold	Ayub, Sokol, Matzkowitz and Sennabaum, dba New Hope Cancer	7651 Medical Drive	Hudson FL 34667	83705	Oncology Associates	161,101	236,138	43,481	440,720	589,768	(65,345)	213,886	168,519	145,836	123,152	100,469	77,786	55,102	12/15/2004	1
216184	SIGNED		1-Mar-04	Gold	Cancer Institute of Florida, P.A.	661 East Altamonte Drive, Suite 312	Altamonte Springs FL 32701	83101	Amgen Inc.	213,883	281,224	47,892	542,999	512,595	1,005,123	345,847	306,417	286,701	266,986	247,271	227,556	207,841	12/10/2004	2
1077445	SIGNED		1-Mar-04	Gold	Coastal Oncology, PI	325 Clyde Morris Boulevard, Suite 450	Ormond Beach FL 32174	83101	National Oncology Alliance, Inc.	254,626	240,992	8,468	504,086	376,769	566,748	359,175	330,193	315,702	301,211	286,720	272,228	257,737	12/15/2004	3
307671	SIGNED		1-Jun-04	Gold	David Dresdner, M.D.	1099 5th Avenue North, Suite 120	St. Petersburg FL 33705	83705	International Oncology Network	0	0	0	0	1,067,758	877,451	(410,676)	(492,811)	(533,879)	(574,946)	(616,014)	(657,082)	(698,149)		4
216205	SIGNED		1-Mar-04	Platinum	Florida Cancer Specialists	3840 Broadway	Fort Myers FL 33901	83201	International Oncology Network	0	2,917,962	281,330	3,199,292	7,447,172	731,335	334,995	(237,864)	(524,294)	(810,724)	(1,097,154)	(1,383,583)	(1,670,013)	12/21/2004	5
216539	SIGNED		1-Mar-04	Platinum	Florida Cancer Specialists	1970 Golf Street	Sarasota FL 34236	83201	Select Plus Oncology, LLC	0	0	0	0	1,733,254	(928,897)	(666,636)	(799,963)	(866,627)	(933,290)	(999,954)	(1,066,618)	(1,133,281)		6
229579	UNSIGNED			Silver	Florida Cancer Specialists	1100 Goodlette Road	Naples FL 34102	83201	Oncology Associates	0	0	0	0	69,410	(69,410)	(26,696)	(32,035)	(34,705)	(37,374)	(40,044)	(42,714)	(45,383)		7
11998	SIGNED		1-Jul-04	Platinum	Florida Oncology Associates	9143 Philips Highway, Suite 560	Jacksonville FL 32256	83703	International Oncology Network	2,363,882	1,281,620	50,038	3,695,540	4,876,639	3,137,697	1,819,910	1,444,784	1,257,221	1,069,658	882,095	694,532	506,968	12/20/2004	8
226796	SIGNED		1-Mar-04	Platinum	Georgia Cancer Specialists Administrative Annex	1872 Montreal Road	Tucker GA 30084	83602	International Oncology Network	3,154,201	2,417,674	324,584	5,896,459	8,820,802	5,395,612	2,503,843	1,825,320	1,486,058	1,146,797	807,535	468,273	129,012	12/20/2004	9
221641	SIGNED		1-Mar-04	Platinum	Gulf Coast Oncology Associates	1201 5th Avenue North, Suite 505	St. Petersburg FL 33705	83705	International Oncology Network	2,238,957	934,544	216,715	3,390,216	2,734,605	4,592,571	2,338,445	2,128,091	2,022,914	1,917,737	1,812,560	1,707,382	1,602,205	12/20/2004	10
214554	SIGNED		1-Mar-04	Gold	Hematology and Oncology Associates of the Treasure Coast	1801 Southeast Hillmoor Drive, Suite B101	Port St. Lucie FL 34952	83103	National Oncology Alliance, Inc.	704,979	392,212	32,167	1,129,358	1,342,203	1,138,497	613,126	509,880	458,256	406,633	355,010	303,387	251,764	12/15/2004	11
225776	SIGNED		1-Apr-04	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	2100 West 1st Street	Sanford FL 32771	83102	International Oncology Network	15,739	0	0	15,739	2,422,035	359,427	(915,813)	(1,102,123)	(1,195,279)	(1,288,434)	(1,381,589)	(1,474,744)	(1,567,899)	12/21/2004	12
226509	SIGNED		1-Mar-04	Platinum	Northwest Georgia Oncology Centers, P.C.	55 Whitcher Street, Suite 300	Marietta GA 30060	83601	International Oncology Network	1,306,181	1,009,554	17,766	2,333,501	3,160,121	1,348,692	1,118,070	874,984	753,441	631,898	510,355	388,811	267,268	12/20/2004	13
216704	SIGNED		1-Sep-04	Gold	Pasco Hernando Oncology Associates, P.A.	5802 State Road 54	New Port Richey FL 34652	83705	International Oncology Network	22,453	223,778	22,304	268,535	1,268,839	(710,046)	(219,480)	(317,083)	(365,885)	(414,686)	(463,488)	(512,289)	(561,091)	12/20/2004	14
276635	SIGNED		1-Mar-04	Gold	Regional Consultants in Hematology and Oncology	1235 San Marco Boulevard, Suite 3	Jacksonville FL 32207	83703	International Oncology Network	728,569	487,586	52,240	1,268,395	1,510,153	628,652	687,567	571,401	513,319	455,236	397,153	339,070	280,987	12/14/2004	15
218644	SIGNED		1-Mar-04	Gold	Southeast Georgia Hematology/Oncology	1111 Glynco Jetport Parkway, Suite 500	Brunswick GA 31525	83703	National Oncology Alliance, Inc.	749,908	50,040	36,666	836,614	1,160,882	1,331,652	390,121	300,822	256,173	211,524	166,875	122,225	77,576	12/15/2004	16
214555	SIGNED		1-Mar-04	Gold	Stuart Oncology	501 South East Osceola Street, Suite 301	Stuart FL 34994	83103	International Oncology Network	234,032	201,560	89,515	525,107	426,072	803,428	361,233	328,458	279,683	279,296	262,909	246,521	220,204	12/20/2004	17
214436	SIGNED		1-Mar-04	Platinum	Augusta Oncology Associates	2101 Central Avenue	Augusta GA 30904	82203	International Oncology Network	872,713	922,634	49,303	1,844,650	2,169,736	1,596,801	1,010,136	843,233	759,782	676,330	592,879	509,428	425,976	12/20/2004	18
227676	SIGNED		1-Mar-04	Gold	Central Georgia Hematology Oncology Associates	1062 Forsyth Street	Macon GA 31201	83604	International Oncology Network	521,026	510,106	4,870	1,036,002	1,230,237	504,072	562,834	468,200	420,884	373,567	326,250	278,933	231,616	12/17/2004	19

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## 2006 PURCHASES BY DEFENDANT ONCOLOGY PRACTICES

ACIS	Program Type	Customer Name	Region	District	Territory	Last Invoice Date	Aranesp	Neulasta	Neupogen	Amgen Family	% of Period Elapsed	Projected Portfolio Sales	Projected Aranesp Sales	Projected to Meet Aranesp MIN?	Projected to Achieve Aranesp Bonus?	Projected NL NP Sales	Projected NL Sales	Projected NP Sales	Projected to Meet NL NP MIN?	Projected to Exceed NL MAX?	Projected to Exceed NP MAX?	Projected to Meet BOTH MINs?	Projected Level Attainment	ION LPP? 1=Yes
214436	Platinum	Augusta Oncology Associates	82000	82200	82203	9/12/2006	1,207,267	667,340	58,128	1,932,735	80%	2,409,300	1,504,949	Yes	Yes	891,330	831,890	72,461	Yes	No	Yes	Yes	50	1
216428	Gold	Ayub, Sokor, Matzkowitz and Sennabaum, dba New Hope C	83000	83700	83705	9/7/2006	421,481	246,150	71,656	739,287	75%	989,340	564,041	Yes	Yes	425,299	329,407	95,893	Yes	No	Yes	Yes	50	2
216184	Gold	Cancer Institute of Florida, P.A.	83000	83100	83101	9/7/2006	463,521	612,640	111,776	1,387,538	75%	1,812,476	887,347	Yes	Yes	898,074	819,856	149,583	Yes	No	Yes	Yes	50	3
227676	Platinum	Central Georgia Cancer Care	83000	83600	83604	9/13/2006	1,007,641	820,500	26,854	1,854,995	81%	2,277,191	1,239,126	Yes	Yes	1,032,634	1,008,993	33,023	Yes	No	Yes	Yes	50	4
1077445	Gold	Coastal Oncology, PI	83000	83100	83101	9/13/2006	657,563	191,450	19,354	868,367	81%	1,067,857	808,625	Yes	Yes	255,432	235,432	23,800	Yes	No	Yes	Yes	50	5
307671	Gold	David Dresdner, M.D.	83000	83700	83705	9/8/2006	622,440	-	95,914	718,354	76%	937,841	820,899	Yes	Yes	86,746	126,495	-	No	No	Yes	No	30	6
216205	Platinum	Florida Cancer Specialists	83000	83200	83201	9/12/2006	-	4,094,295	654,614	4,748,909	80%	5,919,873	-	No	No	5,919,873	5,103,847	816,026	No	No	Yes	No	Default	1
226796	Platinum	Georgia Cancer Specialists Administrative Annex	83000	83600	83602	9/13/2006	78,338	1,742,195	463,608	2,284,141	81%	2,705,177	96,335	No	No	2,521,710	2,142,429	570,113	No	No	Yes	No	Default	1
226796	Platinum	Georgia Cancer Specialists Administrative Annex	83000	83600	83602	9/13/2006	78,338	1,742,195	463,608	2,284,141	81%	2,768,780	96,335	No	No	2,573,431	2,142,429	570,113	No	No	Yes	No	Default	1
221641	Platinum	Gulf Coast Oncology Associates	83000	83700	83705	9/13/2006	4,310,748	1,359,285	372,696	6,042,739	81%	7,340,836	5,301,055	Yes	Yes	2,072,697	1,871,565	458,315	Yes	No	Yes	Yes	50	1
221641	Platinum	Gulf Coast Oncology Associates	83000	83700	83705	9/13/2006	4,310,748	1,359,285	372,696	6,042,739	81%	7,340,836	5,301,055	Yes	Yes	1,972,697	1,871,565	458,315	Yes	No	Yes	Yes	50	1
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	83000	83100	83103	9/6/2006	1,201,220	391,105	35,491	1,627,816	74%	2,210,914	1,631,508	Yes	Yes	579,407	531,202	48,204	Yes	No	No	Yes	40	#N/A
11998	Platinum	Integrated Community Oncology Network	83000	83700	83703	9/13/2006	3,115,667	1,613,650	151,287	4,880,604	81%	5,536,815	3,831,428	Yes	Yes	2,082,776	1,984,353	186,042	Yes	No	Yes	Yes	20	1
225776	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	83000	83100	83102	9/12/2006	28,070	79,315	342,374	450,299	80%	286,009	24,917	No	No	220,983	98,872	427,543	No	No	Yes	No	Default	#N/A
226509	Platinum	Northwest Georgia Oncology Centers, P.C.	83000	83600	83601	9/13/2006	2,214,108	1,135,025	18,202	3,367,335	81%	4,140,912	2,722,754	Yes	Yes	1,418,158	1,395,774	22,384	Yes	No	No	Yes	50	1
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	83000	83700	83705	9/13/2006	1,125,104	71,110	46,180	1,242,394	81%	1,523,258	1,383,574	Yes	Yes	129,925	87,446	56,789	No	No	Yes	No	40	#N/A
276635	Platinum	Regional Consultants in Hematology and Oncology	83000	83700	83703	9/12/2006	142,005	478,625	46,838	667,468	80%	832,049	177,020	No	No	655,029	596,642	58,387	Yes	No	No	No	Default	#N/A
218644	Gold	Southeast Georgia Hematology/Oncology	83000	83700	83703	9/13/2006	641,024	98,400	37,128	776,612	81%	955,023	786,286	Yes	Yes	166,737	121,079	45,657	No	No	No	No	50	#N/A
214555	Gold	Stuart Oncology	83000	83100	83103	9/12/2006	338,874	262,560	52,598	654,032	80%	815,300	422,432	No	No	392,868	327,301	65,567	No	No	No	No	Default	#N/A

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ACIS	Program Type	Customer Name	Region	District	Territory	Last Invoice Date	Aranesp	Neulasta	Neupogen	Amgen Family	% of Period Elapsed	Projected Portfolio Sales	Projected Aranesp Sales	Projected to Meet Aranesp MIN?	Projected to Achieve Aranesp Bonus?	Projected NL/NP Sales	Projected NL Sales	Projected NP Sales	Projected to Meet NL NP MIN?	Projected to Exceed NL MAX?	Projected to Exceed NP MAX?	Projected to Meet BOTH MINs?	Projected Level Attainment	ION LPP? 1=Yes
214436	Platinum	Augusta Oncology Associates	82000	82200	82203	12/5/2006	1,247,992	828,705	85,184	2,161,881	71%	2,990,592	1,747,189	Yes	Yes	1,219,627	1,160,187	119,255	Yes	No	Yes	Yes	50	1
216428	Gold	Ayub, Sokor, Matzkowitz and Sennabaum, dba New Hope C	83000	83700	83705	12/5/2006	473,944	306,320	52,302	832,566	71%	1,165,592	663,522	Yes	Yes	502,071	428,848	73,223	Yes	Yes	No	Yes	50	#N/A
216184	Gold	Cancer Institute of Florida, P.A.	83000	83100	83101	12/1/2006	605,189	525,120	110,039	1,240,348	67%	1,802,885	902,823	Yes	Yes	861,594	783,376	164,157	Yes	No	Yes	Yes	50	2
227676	Platinum	Central Georgia Cancer Care	83000	83600	83604	12/5/2006	660,053	681,015	20,554	1,361,622	71%	1,906,271	924,074	Yes	Yes	977,062	953,421	28,776	Yes	No	Yes	Yes	50	1
1077445	Gold	Coastal Oncology, PI	83000	83100	83101	12/6/2006	747,373	303,885	11,224	1,062,182	73%	1,464,524	1,030,469	Yes	Yes	434,055	418,579	15,476	Yes	No	No	Yes	50	#N/A
307671	Gold	David Dresdner, M.D.	83000	83700	83705	11/2/2006	622,440	-	622,440	35%	1,770,064	1,770,064	Yes	Yes	-	-	-	No	No	No	No	50	#N/A	
216205	Platinum	Florida Cancer Specialists	83000	83200	83201	12/5/2006	-	1,999,285	1,717,440	3,716,725	71%	4,338,999	-	No	No	3,898,999	2,798,999	2,404,416	No	No	No	No	Default	5
226796	Platinum	Georgia Cancer Specialists Administrative Annex	83000	83600	83602	12/5/2006	1,751,456	1,848,960	565,045	4,165,361	71%	5,571,436	2,452,038	No	No	2,987,685	2,598,404	791,063	Yes	No	Yes	No	Default	1
221641	Platinum	Gulf Coast Oncology Associates	83000	83700	83705	12/4/2006	4,087,826	1,192,460	492,342	5,772,628	70%	8,078,296	5,812,378	Yes	Yes	2,006,661	1,695,529	700,049	Yes	No	Yes	Yes	50	1
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	83000	83100	83103	12/6/2006	1,160,228	552,470	33,549	1,746,247	73%	2,407,704	1,599,708	Yes	Yes	807,996	761,739	46,257	No	No	No	Yes	50	#N/A
11998	Platinum	Integrated Community Oncology Network	83000	83700	83703	12/5/2006	3,106,330	1,233,485	101,822	4,441,637	71%	6,213,533	4,348,862	Yes	Yes	1,825,302	1,726,879	142,551	No	No	Yes	No	30	1
225776	Gold	Mid Florida Hematology and Oncology Centers, P.A.	83000	83100	83102	12/1/2006	959,980	292,645	202,068	1,454,723	67%	2,050,836	1,432,101	Yes	Yes	558,680	436,569	301,490	Yes	Yes	Yes	Yes	50	#N/A
226509	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	83000	83100	83102	12/1/2006	959,980	292,645	202,068	1,454,723	67%	2,050,836	1,432,101	Yes	Yes	558,680	436,569	301,490	Yes	Yes	Yes	Yes	50	#N/A
226609	Platinum	Northwest Georgia Oncology Centers, P.C.	83000	83600	83601	12/5/2006	1,874,878	1,011,950	31,368	2,918,196	71%	4,085,474	2,624,829	Yes	Yes	1,452,417	1,416,730	43,915	No	Yes	Yes	Yes	50	1
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	83000	83700	83705	12/6/2006	1,123,415	87,520	38,774	1,249,709	73%	1,723,084	1,548,951	Yes	Yes	163,151	120,672	53,461	No	No	Yes	No	50	#N/A
276635	Platinum	Regional Consultants in Hematology and Oncology	83000	83700	83703	12/5/2006	190,022	574,350	89,032	853,374	71%	1,180,827	266,031	No	No	853,196	804,090	124,603	Yes	No	Yes	No	Default	#N/A
218644	Gold	Southeast Georgia Hematology/Oncology	83000	83700	83703	12/6/2006	886,177	142,220	28,836	1,057,033	73%	1,457,424	1,221,850	Yes	Yes	236,574	196,091	39,483	No	No	No	No	50	#N/A
214555	Gold	Stuart Oncology	83000	83100	83103	12/5/2006	413,122	421,190	88,068	902,380	71%	1,263,332	578,371	Yes	Yes	684,961	589,666	95,295	Yes	Yes	No	Yes	50	#N/A

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ACIS	Program Type	Customer Name	Region	District	Territory	Last Invoice Date	Aranesp	Neulasta	Neupogen	Amgen Family	% of Period Elapsed	Projected Portfolio Sales	Projected Aranesp Sales	Projected to Meet Aranesp MIN?	Projected to Achieve Aranesp Bonus?	Projected NL NP Sales	Projected NL Sales	Projected NP Sales	Projected to Meet NL NP MIN?	Projected to Exceed NL MAX?	Projected to Exceed NP MAX?	Projected to Meet BOTH MINs?	Projected Level Attainment	ION LPP? 1=Yes
214436	Platinum	Augusta Oncology Associates	82000	82200	82203	1/18/2007	1,778,283	1,118,615	98,350	2,995,248	100%	2,956,338	1,778,283	Yes	Yes	1,178,055	1,118,615	98,350	Yes	No	Yes	Yes	50	1
216428	Gold	Ayub, Sokor, Matzkowitz and Sennabaum, dba New Hope C	83000	83700	83705	1/18/2007	689,842	388,370	74,388	1,152,600	100%	1,152,600	689,842	Yes	Yes	462,758	388,370	74,388	Yes	No	No	Yes	50	2
216184	Gold	Cancer Institute of Florida, P.A.	83000	83100	83101	1/18/2007	948,813	760,330	175,772	1,884,415	100%	1,787,361	948,813	Yes	Yes	838,548	760,330	175,772	Yes	No	Yes	Yes	50	3
227676	Platinum	Central Georgia Cancer Care	83000	83600	83604	1/18/2007	956,515	1,001,010	24,627	1,982,152	100%	1,981,166	956,515	Yes	Yes	1,024,651	1,001,010	24,627	Yes	No	Yes	Yes	50	4
1077445	Gold	Coastal Oncology, PI	83000	83100	83101	1/17/2007	978,050	385,635	23,600	1,387,285	100%	1,383,685	978,050	Yes	Yes	405,635	385,635	23,600	Yes	No	Yes	Yes	50	5
307671	Gold	David Dresdner, M.D.	83000	83700	83705	1/18/2007	754,229	164,100	96,632	1,004,961	100%	1,004,961	754,229	Yes	Yes	250,732	164,100	86,632	Yes	No	No	Yes	50	6
216205	Platinum	Florida Cancer Specialists	83000	83200	83201	1/18/2007	-	2,691,240	2,376,598	5,067,836	100%	3,791,240	-	No	No	3,791,240	2,691,240	2,376,598	No	No	No	No	Default	1
220768	Silver	Florida Cancer Specialists	83000	83200	83201	6/27/2006	-	-	-	-	n/a	-	-	-	-	-	-	-	-	-	-	-	-	7
226796	Platinum	Georgia Cancer Specialists Administrative Annex	83000	83600	83602	1/18/2007	3,663,244	2,702,180	773,789	7,139,213	100%	6,744,705	3,663,244	Yes	Yes	3,081,461	2,702,180	773,789	No	No	Yes	No	10	1
221641	Platinum	Gulf Coast Oncology Associates	83000	83700	83705	1/17/2007	5,509,494	1,986,300	659,122	7,754,916	100%	7,496,526	5,509,494	Yes	Yes	1,987,432	1,586,300	659,122	Yes	No	Yes	Yes	50	9
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	83000	83100	83103	1/17/2007	1,533,061	716,570	58,178	2,307,809	100%	2,298,696		Yes	Yes	716,570	716,570	58,178	Yes	No	No	Yes	50	1
11998	Platinum	Integrated Community Oncology Network	83000	83700	83703	1/18/2007	5,305,392	2,095,010	144,002	7,544,404	100%	7,486,825	5,305,392	Yes	Yes	2,193,433	2,095,010	144,002	Yes	No	Yes	Yes	50	1
225576	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	83000	83100	83102	1/18/2007	1,358,748	1,290,210	294,260	2,074,198	100%	2,005,500	1,358,748	Yes	Yes	646,752	421,190	294,260	Yes	No	No	Yes	50	1
226509	Platinum	Northwest Georgia Oncology Centers, P.C.	83000	83600	83601	1/18/2007	2,608,931	1,383,910	42,592	4,035,433	100%	4,028,528	2,608,931	Yes	Yes	1,419,597	1,383,910	42,592	Yes	No	Yes	Yes	50	1
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	83000	83700	83705	1/17/2007	1,504,193	199,570	55,624	1,766,348	100%	1,753,003	1,504,954	Yes	Yes	212,049	169,570	55,624	No	No	Yes	No	50	1
276635	Platinum	Regional Cancer Hospital Hematology and Oncology	83000	83700	83703	1/17/2007	1,538,408	734,345	100,007	2,364,421	100%	2,356,344	1,538,408	Yes	Yes	734,345	734,345	100,007	Yes	No	No	Yes	50	1
218644	Gold	Southwest Georgia Hematology/Oncology	83000	83700	83703	1/17/2007	1,094,553	289,910	33,672	1,418,135	100%	1,418,135	1,094,553	Yes	Yes	332,582	289,910	33,672	Yes	No	No	No	50	1
214555	Gold	Stantec Oncology	83000	83100	83103	1/18/2007	545,202	585,290	92,820	1,223,312	100%	1,223,312	545,202	Yes	No	678,110	585,290	92,820	Yes	No	No	Yes	40	1

## 2007 PURCHASES BY DEFENDANT ONCOLOGY PRACTICES

ACIS	Program Type	Customer Name	Region	District	Territory	Last Invoice Date	Aranesp	Neulasta	Neupogen	Amgen Family	% of Period Elapsed	Projected Portfolio Sales	Projected Aranesp Sales	Projected to Meet Aranesp MIN?	Projected to Achieve Aranesp Bonus?	Projected NLNP Sales	Projected NL Sales	Projected NP Sales	Projected to Meet NLNP MIN?	Projected to Exceed NL MAX?	Projected to Exceed NP MAX?	Projected to Meet BOTH MINs?	Projected Level Attainment	ION LPP? 1=Yes
214436	Platinum	Augusta Oncology Associates	82000	82200	82203	1/3/2007	1,778,283	1,118,615	98,350	2,995,248	100%	2,956,338	1,778,283	Yes	Yes	1,178,055	1,118,615	98,350	Yes	No	Yes	Yes	50	1
216428	Gold	Ayub, Soki, Matzkowitz and Sennabaum, dba New Hope Ca	83000	83700	83705	1/3/2007	689,842	388,370	74,388	1,152,600	100%	1,152,600	689,842	Yes	Yes	462,758	388,370	74,388	Yes	No	Yes	Yes	50	#N/A
216184	Gold	Cancer Institute of Florida, P.A.	83000	83100	83101	1/4/2007	937,830	743,920	175,272	1,857,022	100%	1,759,968	937,830	Yes	Yes	822,138	743,920	175,272	Yes	No	Yes	Yes	50	#N/A
227676	Platinum	Central Georgia Cancer Care	83000	83600	83604	1/3/2007	956,515	1,001,010	24,627	1,982,152	100%	1,981,156	956,515	Yes	Yes	1,024,651	1,001,010	24,627	Yes	No	Yes	Yes	50	1
1077445	Gold	Coastal Oncology, PI	83000	83100	83101	1/2/2007	978,050	385,635	23,600	1,387,285	100%	1,383,685	978,050	Yes	Yes	405,635	385,635	23,600	Yes	No	Yes	Yes	50	#N/A
307671	Gold	David Dresdner, M.D.	83000	83700	83705	12/20/2006	754,229	164,136	86,632	1,004,961	88%	1,143,143	857,935	Yes	Yes	275,410	186,664	98,544	Yes	No	Yes	Yes	50	#N/A
216205	Platinum	Florida Cancer Specialists	83000	83200	83201	1/3/2007	2,691,240	2,691,240	2,376,596	5,067,836	100%	3,791,240	2,691,240	Yes	No	3,791,240	2,691,240	2,376,596	No	No	Yes	No	Default	1
226736	Platinum	Georgia Cancer Specialists Administrative Annex	83000	83600	83602	1/3/2007	3,663,244	2,702,180	773,789	7,139,213	100%	6,744,705	3,663,244	Yes	Yes	3,081,461	2,702,180	773,789	No	No	Yes	No	10	1
221641	Platinum	Gulf Coast Oncology Associates	83000	83700	83705	1/3/2007	5,509,494	1,586,300	659,122	7,754,916	100%	7,496,926	5,509,494	Yes	Yes	1,987,432	1,586,300	659,122	Yes	No	Yes	Yes	50	1
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	83000	83100	83103	1/3/2007	1,533,061	716,570	58,178	2,307,809	100%	2,298,696	1,533,061	Yes	Yes	765,635	716,570	58,178	Yes	No	Yes	Yes	50	#N/A
11998	Platinum	Integrated Community Oncology Network	83000	83700	83703	1/3/2007	5,305,392	2,095,010	144,002	7,544,404	100%	7,498,625	5,305,392	Yes	Yes	2,193,433	2,095,010	144,002	Yes	No	Yes	Yes	50	1
225776	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	83000	83100	83102	1/3/2007	1,358,748	421,190	294,260	2,074,198	100%	2,005,500	1,358,748	Yes	Yes	646,752	421,190	294,260	Yes	No	Yes	Yes	50	#N/A
225776	Gold	Mid Florida Hematology and Oncology Centers, P.A.	83000	83100	83102	1/3/2007	1,358,748	421,190	294,260	2,074,198	100%	1,902,049	1,358,748	Yes	Yes	543,301	421,190	294,260	No	Yes	Yes	No	50	#N/A
226509	Platinum	Northwest Georgia Oncology Centers, P.C.	83000	83600	83601	1/3/2007	2,608,931	1,383,910	42,592	4,035,433	100%	4,028,528	2,608,931	Yes	Yes	1,419,597	1,383,910	42,592	Yes	No	Yes	Yes	50	1
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	83000	83700	83705	1/3/2007	1,540,954	169,570	55,824	1,766,348	100%	1,753,003	1,540,954	Yes	Yes	212,449	169,570	55,824	No	No	Yes	No	50	#N/A
276635	Platinum	Regional Consultants in Hematology and Oncology	83000	83700	83703	1/2/2007	606,406	784,945	103,320	1,494,671	100%	1,470,427	606,406	Yes	No	864,021	784,945	103,320	No	No	Yes	No	20	#N/A
218644	Gold	Southeast Georgia Hematology/Oncology	83000	83700	83703	1/3/2007	1,094,553	289,910	33,672	1,418,135	100%	1,418,135	1,094,553	Yes	Yes	323,582	289,910	33,672	Yes	No	No	No	50	#N/A
218644	Gold	Southeast Georgia Hematology/Oncology	83000	83700	83703	1/3/2007	1,094,553	289,910	33,672	1,418,135	100%	1,418,135	1,094,553	Yes	Yes	323,582	289,910	33,672	No	No	No	No	50	#N/A
214555	Gold	Stuart Oncology	83000	83100	83103	1/2/2007	545,202	585,290	92,820	1,223,312	100%	1,223,312	545,202	Yes	Yes	678,110	585,290	92,820	Yes	Yes	No	Yes	50	#N/A

FROM APC Status Report 070105 values only

ACIS	Program Type	Customer Name	Region	District	Territory	Last Invoice Date	Aranesp	Neulasta	Neupogen	Amgen Family	% of Period Elapsed	Projected Portfolio Sales	Projected Aranesp Sales	Projected to Meet Aranesp MIN?	Projected to Achieve Aranesp Bonus?	Projected NLNP Sales	Projected NL Sales	Projected NP Sales	Projected to Meet NLNP MIN?	Projected to Exceed NL MAX?	Projected to Exceed NP MAX?	Projected to Meet BOTH MINs?	Projected Level Attainment	ION LPP? 1=Yes
214436	Platinum	Augusta Oncology Associates	82000	82200	82203	1/31/2007	552,506	302,280	31,002	885,788	34%	2,627,838	1,639,101	Yes	Yes	956,204	896,764	91,973	Yes	No	Yes	Yes	50	1
216428	Gold	Ayub, Sokol, Matzkowitz and Sennabaum, dba New Hope Ca	83000	83700	83705	1/31/2007	263,578	93,430	12,843	369,851	34%	1,097,225	781,948	Yes	Yes	315,277	277,176	38,101	Yes	No	Yes	Yes	50	#N/A
216184	Gold	Cancer Institute of Florida, P.A.	83000	83100	83101	1/31/2007	330,570	259,825	64,846	655,241	34%	1,943,882	980,691	Yes	Yes	849,032	770,814	192,376	Yes	No	Yes	Yes	50	#N/A
227676	Platinum	Central Georgia Cancer Care	83000	83600	83604	1/31/2007	283,895	254,740	8,189	546,824	34%	1,622,245	842,222	Yes	Yes	779,370	755,729	24,294	Yes	No	Yes	Yes	30	1
1077445	Gold	Coastal Oncology, P.I.	83000	83100	83101	1/31/2007	372,486	164,980	15,594	553,060	34%	1,640,745	1,105,402	Yes	Yes	509,441	489,441	46,262	Yes	No	Yes	Yes	50	#N/A
307671	Gold	David Dresdner, M.D.	83000	83700	83705	1/30/2007	150,093	-	-	150,093	33%	460,630	460,630	Yes	No	-	-	-	No	No	Yes	No	Default	1
216205	Platinum	Florida Cancer Specialists	83000	83200	83201	1/31/2007	-	963,505	962,318	1,915,923	34%	5,683,608	-	No	No	3,958,398	2,858,398	2,825,210	No	No	Yes	No	Default	1
220768	Silver	Florida Cancer Specialists	83000	83200	83201	1/30/2007	-	-	6,312	6,312	33%	19,371	-	No	No	19,371	-	19,371	No	No	Yes	No	Default	#N/A
226796	Platinum	Georgia Cancer Specialists Administrative Annex	83000	83600	83602	1/31/2007	266,780	1,112,295	239,060	1,618,135	34%	4,800,467	791,447	Yes	No	3,679,090	3,299,809	709,211	Yes	No	Yes	No	Default	1
221641	Platinum	Gulf Coast Oncology Associates	83000	83700	83705	1/31/2007	1,908,007	571,210	269,711	2,754,928	34%	6,172,953	5,660,421	Yes	Yes	2,113,522	1,712,390	800,143	Yes	Yes	Yes	Yes	50	1
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	83000	83100	83103	1/31/2007	708,080	315,260	13,646	1,039,986	34%	3,085,292	2,100,667	Yes	Yes	984,625	944,142	40,483	Yes	Yes	Yes	Yes	50	#N/A
11998	Platinum	Integrated Community Oncology Network	83000	83700	83703	1/31/2007	1,265,629	919,965	95,297	2,280,891	34%	6,766,643	3,754,699	Yes	Yes	2,827,653	2,729,230	282,714	Yes	No	Yes	Yes	40	1
225776	Platinum	Mid Florida Hematology and Oncology Centers, P.A.	83000	83100	83102	1/31/2007	517,911	93,705	101,482	713,098	34%	2,115,524	1,536,469	Yes	Yes	503,554	277,992	301,063	Yes	No	Yes	Yes	50	#N/A
214433	Gold	Northeast Georgia Cancer Care	83000	83600	83602	1/31/2007	398,570	268,745	16,577	683,891	34%	1,999,026	1,182,424	Yes	Yes	803,792	797,277	49,178	Yes	No	Yes	Yes	50	1
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	83000	83700	83705	1/31/2007	472,975	95,945	12,843	581,763	34%	1,725,897	1,403,159	Yes	Yes	322,738	284,637	38,101	Yes	Yes	No	Yes	50	#N/A
276635	Platinum	Regional Consultants in Hematology and Oncology	83000	83700	83703	1/30/2007	72,301	348,830	19,494	404,625	33%	1,352,263	221,889	No	No	1,130,374	1,070,547	59,826	Yes	No	No	No	10	#N/A
218644	Gold	Southeast Georgia Hematology/Oncology	83000	83700	83703	1/31/2007	366,355	62,905	11,224	404,484	34%	1,306,769	1,086,853	Yes	Yes	219,916	186,618	33,298	Yes	No	No	No	40	#N/A
214555	Gold	Stuart Oncology	83000	83100	83103	1/29/2007	273,096	164,100	25,053	462,248	31%	1,469,288	868,055	Yes	Yes	601,236	521,604	79,633	Yes	No	No	Yes	50	#N/A

FROM APC Status Report 070202 values only

ACIS	Type	Customer Name	Region	District	Territory	Date	Aranesp	Neulasta	Neupogen	Amgen Family	Elapsed	Portfolio Sales	Aranesp Sales	Meet	Achieve	NLNP Sales	Sales	Sales	Meet NLNP	Exceed NL	Exceed NP	Meet BOTH	Level	1=Yes
214436	Platinum	Augusta Oncology Associates	82000	82200	82203	2/28/2007	1,072,340	553,380	62,562	1,688,282	65%	2,585,849	1,645,487	Yes	Yes	908,592	849,152	96,000	Yes	No	Yes	Yes	50	1
216428	Gold	Ayub, Soki, Matzkowitz and Sennabaum, dba New Hope Ca	83000	83700	83705	2/28/2007	557,357	188,290	52,764	798,411	65%	1,225,148	855,255	Yes	Yes	369,893	288,928	80,965	Yes	No	Yes	Yes	50	#N/A
216184	Gold	Cancer Institute of Florida, P.A.	83000	83100	83101	2/28/2007	617,668	533,245	124,191	1,275,104	65%	1,886,080	947,801	Yes	Yes	806,473	818,255	190,569	Yes	No	Yes	Yes	50	#N/A
227676	Platinum	Central Georgia Cancer Care	83000	83600	83604	2/28/2007	543,537	556,060	17,481	1,117,078	65%	1,714,137	834,048	Yes	Yes	876,905	853,264	26,244	Yes	No	Yes	Yes	40	1
1077445	Gold	Coastal Oncology, PI	83000	83100	83101	2/28/2007	666,265	269,210	25,062	959,538	65%	1,494,627	822,374	Yes	Yes	431,564	411,564	38,457	Yes	No	Yes	Yes	50	#N/A
307671	Gold	David Dresdner, M.D.	83000	83700	83705	2/28/2007	582,067	-	-	-	65%	893,172	893,172	Yes	Yes	-	-	-	No	No	No	No	30	#N/A
216205	Platinum	Florida Cancer Specialists	83000	83200	83201	2/28/2007	-	1,744,705	1,745,999	3,490,704	65%	4,365,151	-	No	No	3,777,220	2,677,220	2,679,205	No	No	Yes	No	Default	1
216205	Platinum	Florida Cancer Specialists	83000	83200	83201	2/28/2007	-	1,744,705	1,745,999	3,490,704	65%	4,365,151	-	No	No	3,777,220	2,677,220	2,679,205	No	No	Yes	No	Default	1
220768	Silver	Florida Cancer Specialists	83000	83200	83201	2/19/2007	-	-	3,156	3,156	65%	5,732	-	No	No	5,732	-	5,732	No	No	Yes	No	Default	#N/A
226796	Platinum	Georgia Cancer Specialists Administrative Annex	83000	83600	83602	2/28/2007	1,073,895	2,270,145	436,946	3,780,986	65%	5,713,372	1,647,873	Yes	Yes	3,862,779	3,483,498	670,486	Yes	No	Yes	No	Default	1</

# **Exhibit 5**

## COVERED DRUG PURCHASES DURING THE COVERED PERIOD

ACIS	Program Type	Customer Name	Q2 2004 Aranesp	Q3 2004 Aranesp	Q4 2004 Aranesp	Q2 2005 Aranesp	Q3 2006 Aranesp	Q4 2006 Aranesp	Q1 2007 Aranesp
214436	Platinum	Augusta Oncology Associates	239,161		872,713		1,207,267	1,778,283	1,496,077
216428	Gold	Ayub, Sokoi, Matzkowitz and Sennabaum, dba New Hope Cancer Center	9,576		161,101		421,481	689,842	768,768
216184	Gold	Cancer Institute of Florida, P.A.			213,883		663,521	948,813	864,315
227676	Platinum	Central Georgia Cancer Care			521,026		1,007,641	956,515	832,741
1077445	Gold	Coastal Oncology, PI	83,790	112,941	254,626		657,563	978,050	909,709
307671	Gold	David Dresdner, M.D.	55,062		0		622,440	754,229	755,955
216205	Platinum	Florida Cancer Specialists	0		0		-	-	-
226796	Platinum	Georgia Cancer Specialists Administrative Annex	1,037,161		3,154,201		78,338	3,663,244	1,852,364
221641	Platinum	Gulf Coast Oncology Associates	461,723		2,238,957		4,310,748	5,509,494	5,156,233
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	273,874		704,979		1,201,220	1,533,061	1,877,990
11998	Platinum	Integrated Community Oncology Network		2,199,769	2,363,882	3,365,726	3,115,667	5,305,392	4,264,098
225776	Gold	Mid Florida Hematology and Oncology Centers, P.A.	27,132		15,739		28,010	1,358,748	1,512,276
226509	Platinum	Northwest Georgia Oncology Centers, P.C.	2,394		1,306,181		2,214,108	2,608,931	2,349,776
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	5,586		22,453		1,125,104	1,540,954	1,345,160
276635	Platinum	Regional Consultants in Hematology and Oncology	155,849	528,496	728,569	550,577	142,005	606,406	378,252
218644	Gold	Southeast Georgia Hematology/Oncology	184,737	552,692	749,908	821,720	641,024	1,094,553	908,245
214555	Gold	Stuart Oncology			234,032		338,874	545,202	649,792

ACIS	Program Type	Customer Name	Q2 2004 Neulasta	Q3 2004 Neulasta	Q4 2004 Neulasta	Q2 2005 Neulasta	Q3 2006 Neulasta	Q4 2006 Neulasta	Q1 2007 Neulasta
214436	Platinum	Augusta Oncology Associates	245,440		922,634		667,340	1,118,615	854,700
216428	Gold	Ayub, Sokoi, Matzkowitz and Sennabaum, dba New Hope Cancer Center	33,040		236,138		246,150	388,370	260,830
216184	Gold	Cancer Institute of Florida, P.A.			281,224		612,640	760,330	801,085
227676	Platinum	Central Georgia Cancer Care			510,106		820,500	1,001,010	862,960
1077445	Gold	Coastal Oncology, PI	44,840	85,068	240,992		191,450	385,635	351,910
307671	Gold	David Dresdner, M.D.	75,520		0		-	164,100	156,240
216205	Platinum	Florida Cancer Specialists	849,600		2,917,962		4,094,295	2,691,240	2,400,355
226796	Platinum	Georgia Cancer Specialists Administrative Annex	795,320		2,417,674		1,742,195	2,702,180	3,146,205
221641	Platinum	Gulf Coast Oncology Associates	283,200		934,544		1,359,295	1,586,300	1,573,240
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	94,400		392,212		391,105	716,570	689,320
11998	Platinum	Integrated Community Oncology Network		1,471,176	1,281,620	1,691,352	1,613,650	2,095,010	2,490,735
225776	Gold	Mid Florida Hematology and Oncology Centers, P.A.	35,400		0		79,315	421,190	302,955
226509	Platinum	Northwest Georgia Oncology Centers, P.C.	151,040		1,009,554		1,135,025	1,383,910	1,436,145
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	73,160		223,778		71,110	169,570	224,285
276635	Platinum	Regional Consultants in Hematology and Oncology	139,240	320,256	487,586	735,588	478,625	784,945	859,400
218644	Gold	Southeast Georgia Hematology/Oncology	75,520	457,866	50,040	290,232	98,460	289,910	233,095
214555	Gold	Stuart Oncology			201,560		262,560	585,290	487,740

ACIS	Program Type	Customer Name	Q2 2004 Neupogen	Q3 2004 Neupogen	Q4 2004 Neupogen	Q2 2005 Neupogen	Q3 2006 Neupogen	Q4 2006 Neupogen	Q1 2007 Neupogen
214436	Platinum	Augusta Oncology Associates	36,720		49,303		58,128	98,350	92,947
216428	Gold	Ayub, Sokoi, Matzkowitz and Sennabaum, dba New Hope Cancer Center	19,865		43,481		71,656	74,388	75,293
216184	Gold	Cancer Institute of Florida, P.A.			47,892		111,776	175,272	182,650
227676	Platinum	Central Georgia Cancer Care			4,870		26,854	24,627	27,080
1077445	Gold	Coastal Oncology, PI	10,270	4,564	8,468		19,354	23,600	31,374
307671	Gold	David Dresdner, M.D.	0		0		95,914	86,632	91,524
216205	Platinum	Florida Cancer Specialists	148,960		281,330		654,614	2,376,596	2,469,607
226796	Platinum	Georgia Cancer Specialists Administrative Annex	71,105		324,584		463,608	773,789	634,672
221641	Platinum	Gulf Coast Oncology Associates	52,955		216,715		372,696	659,122	605,995
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	13,086		32,167		35,491	58,178	75,568
11998	Platinum	Integrated Community Oncology Network		95,861	50,038	84,143	151,287	144,002	220,515
225776	Gold	Mid Florida Hematology and Oncology Centers, P.A.	178,620		0		342,974	294,260	272,848
226509	Platinum	Northwest Georgia Oncology Centers, P.C.	675		17,766		18,202	42,592	43,681
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	9,285		22,304		46,180	55,824	42,121
276635	Platinum	Regional Consultants in Hematology and Oncology	5,290	35,796	52,240	85,284	46,838	103,320	65,727
218644	Gold	Southeast Georgia Hematology/Oncology	15,558	51,770	36,666	52,098	37,128	33,672	38,084
214555	Gold	Stuart Oncology			89,515		52,598	92,820	97,641

ACIS	Program Type	Customer Name	Q2 2004 Totals	Q3 2004 Totals	Q4 2004 Totals	Q2 2005 Totals	Q3 2006 Totals	Q4 2006 Totals	Q1 2007 Totals
214436	Platinum	Augusta Oncology Associates	521,321		1,844,650		1,932,735	2,995,248	2,443,724
216428	Gold	Ayub, Sokoi, Matzkowitz and Sennabaum, dba New Hope Cancer Center	62,481		440,720		739,287	1,152,600	1,104,891
216184	Gold	Cancer Institute of Florida, P.A.			542,999		1,387,936	1,884,415	1,848,050
227676	Platinum	Central Georgia Cancer Care			1,036,002		1,854,995	1,982,152	1,722,780
1077445	Gold	Coastal Oncology, PI	138,900	202,573	504,086		868,367	1,387,285	1,292,993
307671	Gold	David Dresdner, M.D.	130,582		0		718,354	1,004,961	1,003,719
216205	Platinum	Florida Cancer Specialists	998,560		3,199,292		4,748,909	5,067,836	4,869,962
226796	Platinum	Georgia Cancer Specialists Administrative Annex	1,903,586		5,896,459		2,284,141	7,139,213	5,633,241
221641	Platinum	Gulf Coast Oncology Associates	797,878		3,390,216		6,042,739	7,754,916	7,335,468
214554	Platinum	Hematology and Oncology Associates of the Treasure Coast	381,360		1,129,358		1,627,816	2,307,809	2,642,878
11998	Platinum	Integrated Community Oncology Network		3,766,806	3,695,540	5,141,221	4,880,604	7,544,404	6,975,348
225776	Gold	Mid Florida Hematology and Oncology Centers, P.A.	241,152		15,739		450,299	2,074,198	2,088,079
226509	Platinum	Northwest Georgia Oncology Centers, P.C.	154,109		2,333,501		3,367,335	4,035,433	3,829,602
216704	Platinum	Pasco Hernando Oncology Associates, P.A.	88,031		268,535		1,242,394	1,766,348	1,611,566
276635	Platinum	Regional Consultants in Hematology and Oncology	300,379	884,548	1,268,395	1,371,449	667,468	1,494,671	1,303,379
218644	Gold	Southeast Georgia Hematology/Oncology	275,815	1,062,328	836,614	1,164,050	776,612	1,418,135	1,179,424
214555	Gold	Stuart Oncology			525,107		654,032	1,223,312	1,235,172
<b>TOTAL PURCHASES FOR EXAMINED QUARTERS BY DEFENDANTS PRACTICES</b>			5,994,154	5916255	26,927,213	7676720	34,244,023	52,232,936	48,120,276

# **Exhibit 6**



Contract #	ACIS	Name	Street	City/State/Zip	Terr Num	Gross Base Sales
200201790	216184	Rebecca L. Moroose, Robert Reynolds, and Raul Castillo, M.D.s, P.A.	661 East Altamonte Drive, Suite 312	Altamonte Springs, FL 32701	83101	225,211
200201790	278853	Neil Finkler and Robert Holloway, M.D.S.	2501 North Orange Avenue, Suite 689	Orlando, FL 32804	83101	116,345
200201790	285885	Lourdes Mathew, M.D.	732 North 3rd Street	Leesburg, FL 34748	83101	0
20010094	217132	Florida Hematology Oncology Specialists	2501 North Orange Avenue, Suite 201	Orlando, FL 32804	83101	614,313
20010121	214461	Hematology and Oncology Consultants	2501 North Orange Avenue, Suite 381	Orlando, FL 32804	83101	434,689
20010121	230775	Daytona Radiation Oncology	1620 Mason Avenue, Suite E.	Daytona Beach, FL 32117	83101	718,996
20010121	233547	Memorial Medical Oncology Center	873 Sterthaus Avenue, Suite 104	Ormond Beach, FL 32174	83101	274,025
20010121	312467	Flagler Oncology Center	26-C Office Park Drive	Palm Coast, FL 32137	83101	100,840
200201790	217740	MD Anderson Cancer Center Orlando	85 West Miller Street	Orlando, FL 32806	83102	191,852
200201790	225776	Ortega and Selassie, M.D.s	819 East First Street, Suite 8	Sanford, FL 32771	83102	1,416,415
20010094	217133	Hematology - Oncology Associates of Central Brevard	107 Longwood Avenue	Rockledge, FL 32955	83102	155,902
20010094	222614	Space Coast Medical Association	225 Cone Road	Merritt Island, FL 32952	83102	315,481
20010094	230783	Osler Medical	930 South Harbor City Boulevard	Melbourne, FL 32901	83102	154,054
20010094	232378	Geethanjali K. Akula, M.D.	930 South Orange Avenue	Orlando, FL 32806	83102	3,090
20010094	317483	Melbourne Internal Med	2100 N. Wickham Rd	Melbourne, FL 32935	83102	0
20010109	214468	Melbourne Internal Medicine Associates	200 East Sheridan Road, Suites A-I	Melbourne, FL 32901	83102	35,530
20010109	281765	Joseph Myers, M.D.	6300 North Wickham Road, Suite 117	Melbourne, FL 32940	83102	0
20010109	281766	Hugo Hernandez, M.D.	6300 North Wickham Road, Suite 117	Melbourne, FL 32940	83102	0
20010121	214462	Thomas J. Katta, M.D.	922 Lucerne Terrace	Orlando, FL 32806	83102	22,453
20010121	216705	Osceola Cancer Center	1300 West Oak Street	Kissimmee, FL 34741	83102	92,105
20010121	226119	Vasu Iyengar, M.D.	10000 West Colonial Drive, Suite 186	Ocoee, FL 34761	83102	29,466
200201892	216691	Omni Healthcare	95 Bulldog Boulevard, Suite 100	Melbourne, FL 32901	83102	82,772
200201892	219381	Noor M. Merchant, M.D.	13060 Us Highway #1, Suite A	Sebastian, FL 32958	83102	153,416
200201892	235854	Mid Florida Hematology and Oncology Centers, P.A.	1061 Medical Center Drive, Suite 110	Orange City, FL 32763	83102	56,002
200201790	221753	Lawrence A Tepper and Allen Schlutz, D.O.'s	2051 45th Street, Suite 107	West Palm Beach, FL 33407	83103	5,685
200201790	227247	Coastal Oncology and Hematology	501 East Osceola Street, Suite 300	Stuart, FL 34994	83103	91,743
200201790	228868	Hematology Oncology At Jupiter	1025 Military Trail, Suite 209	Jupiter, FL 33458	83103	335,417
20010094	214517	Joshua and Joshua, M.D.	3918 Via Poinciana Drive, Suite 1	Lake Worth, FL 33467	83103	0
20010094	214555	Stuart Oncology	501 East Osceola Street, Suite 301	Stuart, FL 34994	83103	102,181
20010094	221980	Michaela G. Scott, M.D. and Fredrick M. Weeks, M.D.	1460 36th Street	Vero Beach, FL 32960	83103	57,576
20010094	274977	Hematology and Oncology Associates	12983 Southern Boulevard, Building 4,	Loxahatchee, FL 33470	83103	0
20010094	278719	Treasure Coast Cancer Care Center	1700 Southeast Hillmoor Drive, Suite 3	Port St. Lucie, FL 34952	83103	149,254
20010094	314826	Metcare Port St. Lucie	8942 South Us Highway 1	Port St. Lucie, FL 34952	83103	0
20010121	214554	Hematology and Oncology Associates of the Treasure Coast	1801 Southeast Hillmoor Drive, Suite B	Port St. Lucie, FL 34952	83103	787,886
20010121	225278	Geffen Cancer Center and Research Institute	981 37th Place	Vero Beach, FL 32960	83103	361,966
20010121	235953	Treasure Coast Impact Center	1801 Southeast Hillmoor Drive, Suite 1	Port St. Lucie, FL 34952	83103	0
20010121	316769	Vero Beach Hematology Oncology, P.A.	787 37th Street, Suite E-100	Vero Beach, FL 32960	83103	54,278
200201892	219140	Sanjiv Walia, M.D.	2215 Nebraska Avenue, Suite 1-F-2	Fort Pierce, FL 34950	83103	0
200201790	223880	Victor Koo, M.D., P.A.	2828 South Seacrest Boulevard, Suite	Boynton Beach, FL 33435	83104	10,535
20010094	216421	Hematology and Oncology Associates	4685 South Congress Avenue, Suite 20	Lake Worth, FL 33461	83104	602,782
20010094	236021	The Center for Hematology/Oncology	1001 Northwest 13th Street, Suite 201	Boca Raton, FL 33486	83104	928,789
20010094	280445	Hematology and Medical Oncology of Southern Palm Beach County	2623 South Seacrest Boulevard, Suite	Boynton Beach, FL 33435	83104	274,521
20010109	216974	South County Hematology Oncology Associates, P.A.	5210 Linton Boulevard, Suite 204	Delray Beach, FL 33484	83104	3,164
20010121	230395	Karl Enselberg, M.D.	875 Meadows Road, Suite 331	Boca Raton, FL 33486	83104	16,884
200201892	223824	Sunil Patel, M.D.	9980 Central Park Boulevard North, Suite	Boca Raton, FL 33428	83104	80,628
200201790	216539	Oncology-Hematology Consultants, P.A.	3131 South Tamiami Trail, Suite 205	Sarasota, FL 34239	83201	953,507
200201790	226251	Antonio L. Gabarda, M.D.	2525 Harbor Boulevard, Suite 205	Port Charlotte, FL 33952	83201	146,786
200201790	229579	Lillian J. Love, M.D.	680 2nd Avenue North, Suite 203	Naples, FL 34102	83201	61,869
20010094	214540	Charles Eytel, M.D.	400 8th Street North	Naples, FL 34102	83201	47,534
20010094	216205	Florida Cancer Specialists	3840 Broadway	Fort Myers, FL 33901	83201	2,210,962
20010094	220768	Cancer Care Center	401 Manatee Avenue, Suite B.	Bradenton, FL 34208	83201	196,825
20010094	223512	Justino Silvestre, M.D.	3524 Tamiami Trail	Port Charlotte, FL 33952	83201	10,926
20010094	227018	Daniel J. Morris, M.D.	400 Eight Street North	Naples, FL 33940	83201	18,741
20010094	228382	Albert L. Kerns, M.D., P.A.	400 8th Street North	Naples, FL 34102	83201	24,738
20010094	277145	Hubert W. Gerry, M.D.	1921 Waldemere Street, Suite 403	Sarasota, FL 34239	83201	0
20010094	282057	Naples Medical Center - Brian Walker, M.D.	11121 Health Park Boulevard, Suite 90	Naples, FL 34110	83201	10,609
20010094	306530	Lee Cancer Clinic	4755 Summerlin Road, Suite 7	Fort Myers, FL 33919	83201	0
20010094	319030	Charlotte Blood and Cancer Treatment Center	2400 Harbor Boulevard, Suite 4	Port Charlotte, FL 33952	83201	0
20010109	235430	American Medical Clinic of Charlotte County	2343 Aaron Street	Port Charlotte, FL 33952	83201	0
20010109	281381	American Medic of Charlotte County #2	21198 Olean Boulevard	Port Charlotte, FL 33952	83201	0
20010109	285896	American Medic of Charlotte County	1649 Tamiami Trail	Murdoch, FL 33949	83201	0
200201892	285832	Associates in Cancer Care	6100 Winkler Road, Suite D	Fort Myers, FL 33919	83201	0
200201790	214500	Cleveland Clinic of Florida	3000 West Cypress Creek Road	Fort Lauderdale, FL 33309	83202	0
200201790	216885	Holy Cross Medical Group	4725 North Federal Highway, Bienes C	Fort Lauderdale, FL 33308	83202	86,967
200201790	282026	Charles L. Vogel, M.D.	350 Nw 84th Avenue	Fort Lauderdale, FL 33324	83202	83,418
20010094	214497	Southeast Florida Hematology and Oncology	5700 North Federal Highway, Suite 5	Fort Lauderdale, FL 33308	83202	271,882
20010094	217774	Oncology and Hematology Associates of West Broward, P.A.	7431 North University Drive, Suite 110	Tamarac, FL 33321	83202	502,382
20010094	225710	Medical Specialist of Fort Lauderdale	3444 North University Drive	Sunrise, FL 33351	83202	63,717
20010094	319499	Northwest Oncology and Hematology Associates	8170 Royal Palm Boulevard	Coral Springs, FL 33065	83202	0
20010094	216158	Oncology Associates of Southern Florida	3700 Washington Street, Suite 501	Hollywood, FL 33021	83203	38,229
20010094	222362	South Florida Oncology Hematology	801 North Flamingo Road, Suite 12	Pembroke Pines, FL 33028	83203	153,487
20010094	275551	Marvin Diaz-Lacayo, M.D., P.A.	21150 Biscayne Boulevard, Suite 101	Aventura, FL 33180	83203	119,410
20010109	216327	South Florida Comprehensive Cancer Center	100 Northwest 170th Street, Suite 101	North Miami Beach, FL 33166	83203	0
20010109	285119	Access Medical Center	16401 Northwest 2nd Avenue, Suite 20	Miami, FL 33169	83203	0
20010121	230799	Michael Kutell, M.D.	7100 West 20th Avenue, Suite 210	Hialeah, FL 33016	83203	34,184
20010121	281732	Gynecologic Oncology Associates, Inc.	3341 Johnson Street	Hollywood, FL 33021	83203	81,530
20010121	307699	Luis Diaz-Rangel, M.D.	777 East 25th Street #411	Hialeah, FL 33013	83203	0
200201790	214484	Oncology Hematology Group of South Florida	8940 North Kendall Drive, #300 East	Miami, FL 33176	83204	2,503,726
20010094	219874	Oncology and Radiation Associates, P.A.	1321 Northwest 14th Street, Suite 207	Miami, FL 33125	83204	332,563
20010109	214491	Comprehensive Cancer Care Center of Kendall Oaks	11040 North Kendall Drive	Miami, FL 33176	83204	0
20010109	280924	Suburban Medical Center	17615 Southwest 97th Avenue	Miami, FL 33157	83204	0
20010121	217134	Eduardo Acle, M.D.	701 Northwest 57th Avenue, Suite 150	Miami, FL 33126	83204	0
20010121	317829	Gynecologic Oncology of South Florida, P.A.	6701 Sunset Drive, Suite 200b	Miami, FL 33143	83204	1,582
200201892	228928	Raben and Feldman, M.D.'s and Associates	7000 Southwest 62nd Avenue, Suite 4C	South Miami, FL 33143	83204	46,424
200201892	232144	Sarkis Anac, M.D.	2601 Southwest 37th Avenue, Suite 50	Miami, FL 33133	83204	0
200201790	232882	Jose A. Marques-Bibiloni, M.D.	Manuel Pavia Street, Edificio China 65	Sanjurjo, PR 00909	83205	369,712
200201892	225916	Hato Rey Hematology-Oncology Associates	735 Ponce De Leon, Suite 701-705	Hato Rey, PR 00917	83205	66,911
200201892	281128	Instituto De Hema-Onco Ashford, Raul Morales-Borges, M.D.	Ashford Medical Center, Suite 104, Ash	San Juan, PR 00907	83205	0
200201790	214856	Ferguson Medical Group	1012 North Main	Sikeston, MO 63801	83301	0
20010094	11024	Midwest Cancer Care L.L.C.	1836 Lackland Hill Parkway	St. Louis, MO 63146	83301	1,454,848
20010094	216453	Cape Girardeau Physician Associates	3250 Gordonville Road	Cape Girardeau, MO 63703	83301	34,975
20010094	219561	County Oncologists	11125 Dunn Road, Suite 108 - Physicia	St. Louis, MO 63136	83301	173,362
20010094	228831	Specialists in Oncology/Hematology	226 South Woods Mill Road, Suite 35w	Chesterfield, MO 63017	83301	158,756



20010094	235519	Hematology / Oncology Associates	60 Doctors' Park Suite 102	Cape Girardeau, MO 63703	83301	190,610
20010094	276675	Mercy Arch Medical Group	851 East 5th Street, Suite 308	Washington, MO 63090	83301	143,625
20010094	307670	Suburban Surgical Associates Inc.	3023 North Ballas Road, Building D, Su	St. Louis, MO 63131	83301	0
20010094	318703	Wa Univ Schl of Med Well	3015 N. Ballas Rd	St. Louis, MO 63131	83301	0
20010115	231034	Albert Van Amburg III, M.D.	226 South Woods Mill Road, Suite 49-A	Chesterfield, MO 63017	83301	92,787
20010121	281230	West County Gynecologic Oncology and Gynecology	621 South New Ballas, Suite 382a	St. Louis, MO 63141	83301	51,322
200201790	220987	Carbondale Clinic	2601 West Main Street	Carbondale, IL 62901	83302	0
200201790	276156	Mahnaz Lary, M.D.	305 West Jackson, Suite 304	Carbondale, IL 62901	83302	161,000
20010094	214843	Yagnesh Oza, M.D. - Oncology-Hematology	4110 North Water Tower Place	Mount Vernon, IL 62864	83302	271,104
20010094	216758	Siteman Cancer Center At Washington University	4921 Parkview Place, Seventh Floor	St. Louis, MO 63110	83302	392,933
20010094	229608	Hematology-Oncology	2044 Madison Avenue, Suite 28	Granite City, IL 62040	83302	100,883
20010094	286064	Illinois Oncology, Ltd.	33 Bronze Point, Suite 150	Belleville, IL 62226	83302	0
20010115	227307	Univeristy Hematology Oncology	1 Barnes Hospital Plaza, Suite 16312	St. Louis, MO 63110	83302	5,042
20010115	288609	St. Louis University Medical Group, Dba: Slucare	3655 Vista Avenue, 2nd Floor, West Pa	St. Louis, MO 63110	83302	57,724
20010121	214837	Oncology Care Center	4000 North Illinois Street	Belleville, IL 62226	83302	310,685
20010121	275246	Washington University School of Medicine - Hepatology Section	4570 Children's Place, Storz Building	St. Louis, MO 63110	83302	0
20010121	277171	Southern Illinois Oncology and Hematology	808 West Prairie Street	Marion, IL 62959	83302	225,383
20010121	317778	Medical Oncology, Llc	626 North 38th Street	Belleville, IL 62226	83302	20,515
200201790	216171	Central Illinois Hematology/Oncology Center	319 East Madison, Suite F.	Springfield, IL 62701	83303	145,366
200201790	223117	Christie Clinic	101 West University Avenue	Champaign, IL 61820	83303	345,532
200201790	223395	Carle Clinic	602 West University Avenue	Urbana, IL 61801	83303	155,164
200201790	227504	Quincy Medical Group	1025 Maine Street	Quincy, IL 62301	83303	21,158
200201790	229444	Prairie Oncology Management Services, Llc; dba Cancer Care Specialists c	2880 North Monroe Street	Decatur, IL 62526	83303	1,210,770
200201790	282094	Medical and Surgical Specialists, L.L.C.	695 North Kellogg Street, C-1 Wing	Galesburg, IL 61401	83303	276,280
20010094	216754	Mid Illinois Hematology Oncology	407 East Vernon Avenue, Suite 104	Normal, IL 61761	83303	209,047
20010121	219518	Oncology-Hematology Associates of Central Illinois	900 Main Street, Suite 780	Peoria, IL 61602	83303	259,965
200201892	293070	Muhammad Zafar, M.D.	122 South Main Street	Flanagan, IL 61740	83303	0
20010094	214629	Graves and Gilbert Clinic	201 Park Street	Bowling Green, KY 42101	83304	142,122
20010094	222380	Ec Green Cancer Center	1717 High Street, Suite 1a	Hopkinsville, KY 42240	83304	40,959
20010094	226922	Murray Oncology	204 South 9th Street	Murray, KY 42071	83304	37,302
20010109	234993	Associates in Physicians Services	1325 Andrea Street	Bowling Green, KY 42104	83304	1,508
20010115	216905	Purchase Cancer Group	100 Kiana Court	Paducah, KY 42001	83304	223,019
20010115	225992	Oncology Associates of West Kentucky	2603 Kentucky Avenue, Suite 403	Paducah, KY 42003	83304	292,871
20010121	221559	Owensboro Cancer Center	1200 Breckenridge Street Suite 201	Owensboro, KY 42303	83304	80,947
200201892	216721	West Kentucky Hematology-Oncology	225 Medical Center Drive, Suite 301	Paducah, KY 42003	83304	177,972
200201892	227587	Pravin C. Mehta, M.D.	110 North Water Street	Henderson, KY 42420	83304	14,659
200201892	320072	Fairfield Internal Medicine	301 Northwest 11th Street, Suite 103	Fairfield, IL 62837	83304	0
200201790	219475	University Hematology Oncology Center	920 Madison Avenue, Suite 700	Memphis, TN 38103	83401	0
200201790	227213	Tennessee Valley Blood and Cancer Center	201 Alcorn Drive	Corinth, MS 38834	83401	14,830
20010094	214588	West Cancer Clinic	100 North Humphreys Boulevard	Memphis, TN 38120	83401	457,257
20010094	214590	Boston Baskin Cancer Group - University of Tennessee Oncology and Hem	6005 Park Avenue, Suite 225b	Memphis, TN 38119	83401	975,012
20010094	219513	Memphis Cancer Center	1068 Cresthaven, Suites 200 and 500	Memphis, TN 38119	83401	72,196
20010094	261129	The Family Cancer Center	6005 Park Avenue, Suite 725b	Memphis, TN 38119	83401	147,226
20010094	275733	C. Michael Jones, M.D., P.C.	7710 Wolf River Circle	Germantown, TN 38138	83401	65,073
20010094	278271	Walsh Cancer Clinic	3980 New Covington Pike, Suite 108	Memphis, TN 38128	83401	18,341
20010094	318277	Oxford Cancer Center	2301 S. Lamar	Oxford, MS 38655	83401	0
20010115	276249	The Cancer Center	581 Medical Center Drive	Clarksdale, MS 38614	83401	29,898
200201790	221273	Impact Center of Middle Tennesse	250 25th Avenue North, Suite 103	Nashville, TN 37203	83402	0
200201790	223578	Jackson Clinic	616 West Forest Avenue	Jackson, TN 38301	83402	331,361
20010094	233080	West Tennessee Medical Specialty Clinic	27 Medical Center Drive	Jackson, TN 38301	83402	0
20010094	278220	Nashville Oncology Associates	2011 Church Street, Plaza 1, Suite 701	Nashville, TN 37203	83402	289,823
20010121	216437	Columbia Oncology	1222 Trotwood, Suite 603	Columbia, TN 38401	83402	53,762
20010121	216711	Tennessee Oncology, P.C.	300 20th Avenue North, Suite 301	Nashville, TN 37203	83402	592,840
20010121	225956	Consultant Group	4230 Harding Road, Suite 707	Nashville, TN 37205	83402	87,548
200201790	11083	Community Medical Practices of America	1630 Church Street, Suite 107	Murfreesboro, TN 37130	83403	360,640
200201790	216192	Blue Ridge Medical Oncology - Sylvia Krueger, M.D.	353 Worth Street Northwest	Cleveland, TN 37311	83403	150,988
20010094	230402	Gynecologic Oncology Associates	2021 Church Street, Suite 402	Nashville, TN 37203	83403	1,582
20010094	281147	Tennessee Cancer Center	322 South Main Street, Suite 101	Crossville, TN 38555	83403	64,418
20010121	216533	Chattanooga Oncology Hematology Associates	605 Glenwood Drive, Suite 200	Chattanooga, TN 37404	83403	290,017
20010121	225879	Mid-State Oncology and Hematology	222 22nd Avenue North, Suite 503	Nashville, TN 37203	83403	32,937
20010121	231057	North River Hematology Oncology	2051 Hamill Road, Suite 104	Hixson, TN 37343	83403	33,120
20010121	233531	University Oncology	979 East 3rd Street, Suite 5000	Chattanooga, TN 37403	83403	159,304
20010121	317777	Chattanooga Gyn-Oncology	2341 Mcallie Avenue, Suite 301	Chattanooga, TN 37404	83403	5,685
20010094	214578	Knoxville Cancer Center	1114 Weisgarber Road, Suite C	Knoxville, TN 37909	83404	463,520
20010094	216164	Moleod Cancer and Blood Center	310 State of Franklin Road, Suite 401	Johnson City, TN 37604	83404	131,851
20010094	216263	East Tennessee Oncology/Hematology, P.C.	101 Blount Avenue, Baptist Medical To	Knoxville, TN 37920	83404	676,904
20010094	219360	Cancer Care of East Tennessee	930 East Emerald Avenue, Suite 720	Knoxville, TN 37917	83404	395,610
20010094	228823	Hematology-Oncology of Knoxville	1114 Weisgarber Road, Suite A	Knoxville, TN 37909	83404	94,026
20010094	231663	Greenville Hematology Oncology	1406 Tusculum Boulevard, Suite 2000	Greenville, TN 37745	83404	757,245
20010094	276947	Forrest Swan, M.D., P.C.	103 Bristol E. Road	Bristol, VA 24202	83404	79,544
20010121	216716	Cumberland Oncology and Hematology	102 Vermont Avenue, Suite 200	Oak Ridge, TN 37830	83404	156,869
20010121	219552	Thompson Oncology Group	1915 White Avenue	Knoxville, TN 37916	83404	107,360
20010121	221174	Wahid T. Hanna, M.D.	1924 Alcoa Highway, 4th Floor Northwe	Knoxville, TN 37920	83404	30,769
20010121	231694	Thomas Mcdonald, M.D.	220 Fort Sanders West Boulevard, Suit	Knoxville, TN 37922	83404	0
20010121	282224	Blueridge Medical Specialists	271 Medical Park Boulevard	Bristol, TN 37620	83404	21,801
20010121	319717	University Cancer Specialists	1924 Alcoa Highway, 6 South, Box 92	Knoxville, TN 37920	83404	0
200201790	216708	Northwest Alabama Cancer Center	101 Dr. W.H. Blake Jr. Drive	Muscle Shoals, AL 35661	83405	1,062,713
200201790	278842	Baptist Cancer Center	3500 East Highway 78	Jasper, AL 35501	83405	0
20010094	214564	Comprehensive Cancer Center Institute	201 Sivilly Road Southeast, Suite 200	Huntsville, AL 35801	83405	875,051
20010094	216208	Blood and Cancer Center	202 East Doctor Hicks Boulevard	Florence, AL 35630	83405	94,086
20010094	217136	Ellen Spremulli, M.D.	901 Leighton Avenue, Suite 306	Anniston, AL 36207	83405	236,007
20010094	226352	Dinesh C Parmar, M.D.	355 South 2nd Street	Gadsden, AL 35901	83405	0
20010094	260830	Southeast Cancer Network	1400 Affink Place, Suite 100	Tuscaloosa, AL 35406	83405	619,912
20010115	233194	Cullman Oncology and Hematology	1912 Alabama Highway 157	Cullman, AL 35058	83405	15,776
20010115	323667	Center for Cancer Care	1 Hospital Drive, Suite 100	Huntsville, AL 35801	83405	118,279
20010115	320093	North Alabama Cancer Center, P.C.	610 Airport Road, Suite 204	Huntsville, AL 35802	83405	0
200201790	231362	University of Alabama Southern Gyn-Oncology	1016 18th Street South #A	Birmingham, AL 35205	83501	0
200201790	233071	Luis Pineda, M.D.	1909 Laurel Road	Birmingham, AL 35216	83501	1,582
200201790	318384	Kirklin Oncology Clinic - Pharmacy	2000 6th Avenue Sout Building	Birmingham, AL 35233	83501	4,103
20010094	216431	Montgomery Cancer Center	4145 Carmichael Road	Montgomery, AL 36106	83501	768,905
20010094	216514	Brookwood Oncology-Hematology	2022 Brookwood Medical Center Drive;	Birmingham, AL 35209	83501	131,010
20010094	216709	Dothan Hematology and Oncology	1118 Ross Clark Circle, Suite 301	Dothan, AL 36301	83501	36,462
20010094	219680	Dothan Hematology and Oncology	4300 West Main Street, Suite 405	Dothan, AL 36305	83501	60,437
20010094	220943	Internal Medicine Associates, P.C.	121 North 20th Street, Building 6 and 7	Opelika, AL 36801	83501	0

20010094	224098	Southern Hematology and Oncology	2022 Brookwood Medical Center Drive, Birmingham, AL 35209	83501	139,781
20010115	232384	Simon-Williamson Clinic, P.C.	833 Princeton Avenue, Southwest Birmingham, AL 35211	83501	46,955
20010109	275828	Natchez Oncology Clinic	150 Jefferson Davis Boulevard, Suite 1 Natchez, MS 39120	83502	85,242
20010115	214607	Hattiesburg Clinic	415 South 28th Avenue Hattiesburg, MS 39401	83502	216,474
20010115	216438	Jackson Oncology Associates	1227 North State Street, Suite 101 Jackson, MS 39202	83502	163,526
20010115	225901	William J. Gibson, Junior, M.D. DBA: Breast and Thyroid Clinic	1405 North State Street, Suite 302 Jackson, MS 39202	83502	0
20010115	226340	Hematology and Oncology	103 Asbury Circle Hattiesburg, MS 39402	83502	117,210
20010115	232718	North Central Mississippi Regional Cancer Center	1401 River Road Greenwood, MS 38930	83502	15,376
20010115	233790	Jefferson Medical Associates	1203 Jefferson Street Laurel, MS 39440	83502	76,027
20010115	285689	Greenville Cancer Center	1514 East Union Street Greenville, MS 38701	83502	15,126
20010115	289848	Rush Medical Group Rad Cl	1800 12th Street-Med Bldg Meridian, MS 39301	83502	46,669
20010121	281480	Meridian Oncology Associates, Pllc	1200 16th Avenue Meridian, MS 39301	83502	4,752
20010121	307625	Thigpen and Vance Division of Oncology	2500 North State Street, Room L-504 Jackson, MS 39216	83502	0
200201790	217588	Jayne Gurtler, M.D.	3939 Houma Boulevard, Building 2, Sui Metairie, LA 70006	83503	218,888
200201790	226402	R. Dale Leblanc, M.D.	105 Medical Center Drive, Suite 205 Slidell, LA 70461	83503	228,254
200201790	226638	Img Healthcare	10001 Lake Forest Boulevard, Suite 10 New Orleans, LA 70127	83503	500,000
20010094	224783	Coast Oncology Hematology, Pllc	147 Reynoir Street, Suite 101 Biloxi, MS 39530	83503	1,508
20010094	226330	Hematology Oncology Services	4224 Houma Boulevard, Suite 300 Metairie, LA 70006	83503	2,832,329
20010109	216807	Browne-Mchardy Clinic	4315 Houma Boulevard Metairie, LA 70006	83503	0
20010115	228189	Medical Oncology Group	1110 Broad Avenue, Suite 500 Gulfport, MS 39501	83503	192,086
20010121	223670	Lee Roy Morgan, M.D. and Karl Tornoyos, M.D.	4200 Canal Street, Suite A New Orleans, LA 70119	83503	61,729
20010121	316216	Ruben Vargas, M.D.	5640 Read Boulevard, Messino Building New Orleans, LA 70127	83503	63,595
200201931	231450	Ochsner Hematology Oncology Clinic	1514 Jefferson Highway, Atrium Tower New Orleans, LA 70121	83503	23,466
200201790	216776	Hematology-Oncology Clinic	7777 Hennessy Boulevard, Suite 501 Baton Rouge, LA 70808	83504	220,012
20010094	233605	Bayou Oncology Specialists	608 North Acadia Thibodaux, LA 70301	83504	0
20010094	318347	Savoy Cancer Center	803 Poinciana Avenue Mamou, LA 70554	83504	0
20010115	214898	Louisiana Oncology Associates	601 West St. Mary, Suite 200 Lafayette, LA 70506	83504	241,438
20010115	225966	Cancer Care Specialists	8120 Main Street, Suite 103 Houma, LA 70360	83504	267,803
20010115	226828	Southwest Oncology Associates, Ltd.	443 Heymann Boulevard, Suite A Lafayette, LA 70503	83504	249,365
20010115	229326	Louisiana Hematology Oncology Associates	4950 Essen Lane, 5th Floor Baton Rouge, LA 70809	83504	281,100
20010115	278272	Paulette Blanchet, M.D.	443 Heymann Boulevard, Suite B. Lafayette, LA 70503	83504	248,299
20010115	315051	Acadiana Oncology	602 North Lewis Street, Suite 600 New Iberia, LA 70563	83504	13,248
20010121	216456	Faruqi Medical Corporation	7434 Picardy Avenue Suite 1 Baton Rouge, LA 70808	83504	157,524
20010121	261128	Medical Oncology L.L.C.	8119 Picardy Avenue Baton Rouge, LA 70809	83504	205,231
20010094	219412	Northwest Georgia Hematology-Oncology	1504 Chattanooga Road, Suite 102 Dalton, GA 30720	83601	53,223
20010094	221462	Suburban Hematology-Oncology A. Landis, A. Freedman, A. Saker, M.D.s	600 Professional Drive, Suite 210 Lawrenceville, GA 30045	83601	303,995
<b>20010094</b>	<b>226509</b>	<b>Northwest Georgia Oncology Centers, P.C.</b>	<b>55 Witcher Street, Suite 300 Marietta, GA 30060</b>	<b>83601</b>	<b>385,859</b>
20010094	228825	Atlanta Cancer Care	1100 Lake Hearn Drive, Suite 500 Atlanta, GA 30342	83601	523,883
20010094	319912	Calhoun Internal Medicine	102 Hospital Court Calhoun, GA 30701	83601	0
20010121	261157	Blood and Marrow Transplant Group of Georgia	960 Johnson Ferry Road, Northeast, St Atlanta, GA 30342	83601	94,327
200201892	216686	William H. Whaley, M.D., P.C.	5671 Peachtree Dunwoody Road, Suite Atlanta, GA 30342	83601	227,580
200201892	291661	Dalton Cancer Clinic, P.C.	1503 Professional Court, Suite 101 Dalton, GA 30720	83601	0
200201790	214431	Northeast Georgia Diagnostic Clinic	1240 Jesse Jewell Parkway, Suite 500 Gainesville, GA 30501	83602	30,266
200201790	227515	Atlanta Oncology Associates P/ Northside Hospital Alpharetta	3400 Old Milton Park Way Alpharetta, GA 30005	83602	0
200201790	228100	Medical Oncology	478 Peachtree Street Northeast, Suite Atlanta, GA 30308	83602	0
20010094	214433	Hematology and Oncology of N.E. Georgia, P.C.	1620 Prince Avenue Athens, GA 30606	83602	7,563
<b>20010094</b>	<b>226796</b>	<b>Georgia Cancer Specialists Administrative Annex</b>	<b>1872 Montreal Road Tucker, GA 30084</b>	<b>83602</b>	<b>1,931,457</b>
20010094	281299	Atlanta Oncology Associates	465 Winn Way, Suite 231 Decatur, GA 30030	83602	27,286
20010094	312472	North Georgia Oncology Hematology	1240 Jesse Jewell Parkway, Suite 600 Gainesville, GA 30501	83602	27,782
20010109	282126	The Longstreet Clinic, P.C.	200 South Enota Drive, Suite 430 Gainesville, GA 30501	83602	64,901
20010121	216685	Atlanta Hematology and Oncology	105 Collier Road Northwest, Suite 3040 Atlanta, GA 30309	83602	12,894
20010121	223369	Peachtree Hematology and Oncology Consultants	95 Collier Road Northwest, Suite 5015 Atlanta, GA 30309	83602	307,044
20010121	232559	Southeastern Gynecologic Oncology	980 Johnson Ferry Road, Suite 900 Atlanta, GA 30342	83602	758,217
20010094	214424	Clark - Holder Clinic	303 Smith Street La Grange, GA 30240	83603	16,567
20010094	216665	Spaulding Oncology Services	230-D West College Street Griffin, GA 30224	83603	32,704
20010094	225729	Harbin Clinic-Rome Hematology Oncology Specialists	318 West 5th Street Rome, GA 30165	83603	806,128
20010094	275002	Metro Hematology / Oncology Center, P.C.	777 Cleveland Avenue, Suite 204 Atlanta, GA 30315	83603	22,568
20010094	288674	Columbus Medical Oncology	2121 Warm Springs Road, Suite A Columbus, GA 31904	83603	130,544
20010094	318688	Larry Gynther, M.D.	15 Cavander Street Newnan, GA 30263	83603	0
20010094	319006	Atlanta Oncology Associates	285 Boulevard Northeast, Suite 430 Atlanta, GA 30312	83603	0
20010115	217131	South Atlanta Hematology-Oncology	253 Upper Riverdale Road, Suite C Riverdale, GA 30274	83603	49,342
200201892	226916	Price Walker Jr, M.D.	1013 Talbotton Road Columbus, GA 31904	83603	0
200201892	231863	Columbus Clinic	610 19th Street Columbus, GA 31901	83603	0
200201892	280719	Georgia Cancer Treatment Center	483 Upper Riverdale Road, Suite E. Riverdale, GA 30274	83603	35,294
20010094	214442	Phoebe Cancer Center	425 3rd Avenue, Suite 100 Albany, GA 31701	83604	140,553
20010094	218652	Affinity Health Group	2225 Highway 41 North Tifton, GA 31794	83604	40,320
20010094	226238	Satilla Regional Cancer Treatment Center	410 Zachary Street Waycross, GA 31501	83604	28,471
<b>20010094</b>	<b>227676</b>	<b>Central Georgia Hematology Oncology Associates</b>	<b>682 Hemlock Street, Suite 100 Macon, GA 31201</b>	<b>83604</b>	<b>119,729</b>
20010094	276948	Dublin Hematology and Oncology Care, P.C.	111 Fairview Park Drive Dublin, GA 31021	83604	48,345
20010094	280721	Douglas Hem Onc Assoc	209 Pendleton Dr Valdosta, GA 31602	83604	71,691
20010094	281811	Douglas Hematology/Oncology Associates P.C.	200 Doctors Drive, Suite 102 Douglas, GA 31533	83604	2,765
20010094	307657	Central Georgia Radiation	770 Pine Street Suite L-20 Macon, GA 31201	83604	0
20010115	278341	South Georgia Oncology and Hematology	1706 Alice Street Waycross, GA 31501	83604	56,777
200201892	234971	Houston Cancer Center	212 Hospital Drive, Suite G. Warner Robins, GA 31088	83604	5,685
200201790	220438	Medical Center Clinic, P.A.	8333 North Davis Highway Pensacola, FL 32514	83701	168,245
20010094	218655	Emerald Coast Oncology Hematology Associates, P.A.	918 Mar Walt Drive Fort Walton Beach, FL 32547	83701	152,236
20010094	220048	Gulf Coast Oncology	3 Mobile Infirmary Circle, Suite 301 Mobile, AL 36607	83701	194,905
20010094	225700	Gulf Coast Cancer Treatment Center	2100 State Avenue Panama City, FL 32405	83701	29,318
20010094	229142	Oncology Center	188 Hospital Drive, Suite 400 Fairhope, AL 36532	83701	115,950
20010094	285221	Panhandle Cancer Center	2202 State Avenue Suite 111 Panama City, FL 32405	83701	169,293
20010094	286068	Radiation Therapy Oncology P.C.	3719 Dauphin Street, Suite 100 Mobile, AL 36608	83701	19,637
20010121	214451	Bay Oncology Center	2614 Jenks Avenue Panama City, FL 32405	83701	14,274
20010121	214452	Hematology and Oncology Associates	1717 North E. Street, Suite 231 Pensacola, FL 32501	83701	301,897
200201790	226240	Marion Medical Associates, P.A.	1040 Southwest 2nd Avenue Ocala, FL 34474	83702	208,850
20010094	216418	C. L. Cusumano, M.D.	6831 Northwest 11th Place, Suite 1 Gainesville, FL 32605	83702	37,343
20010094	216690	Cancer and Blood Disease Center	521 North Lecanto Highway Lecanto, FL 34461	83702	78,103
20010094	220925	Hematology Oncology Associates of Northwest Florida	1632 Riggins Road Tallahassee, FL 32308	83702	21,091
20010094	225878	Gainesville Hematology/Oncology Associates	6605 Northwest 9th Boulevard, Suite B Gainesville, FL 32605	83702	127,113
20010094	226002	M K Kamal, M.D.	2820 Southeast 3rd Court, Suite 2 Ocala, FL 34471	83702	20,640
20010094	276302	Rakesh Rohatgi, M.D.	321 Southeast 29th Place, Suite 102 Ocala, FL 34471	83702	124,621
20010094	279105	Southeast Region Cancer Center	2003 Centre Point Boulevard Tallahassee, FL 32308	83702	0
20010121	222791	Citrus Hematology and Oncology Center	770 Southeast 5th Terrace Crystal River, FL 34429	83702	188,001
20010121	315245	Robert Carroll, M.D.	6400 West Newberry Road, Suite 206 Gainesville, FL 32605	83702	0
<b>200201790</b>	<b>218644</b>	<b>Southeast Georgia Hematology/Oncology</b>	<b>1111 Glynco Jetport Parkway Brunswick, GA 31525</b>	<b>83703</b>	<b>426,424</b>

200201790 222922	Jacksonville Oncology	6629 Beach Boulevard	Jacksonville, FL 32216	83703	119,710
200201790 276635	Baptist Regional Cancer Institute	1235 San Marco Boulevard, 3rd Floor	Jacksonville, FL 32207	83703	129,265
20010094 216194	North Florida Hematology and Oncology Associates	1801 Barrs Street, Suite 800	Jacksonville, FL 32204	83703	315,598
20010094 230154	Montgomery and Associates, M.D., P.A.	300 Health Park, Suite 1006	St. Augustine, FL 32086	83703	413,058
20010094 282256	Gainsville Hematology Oncology Associates	4201 South Highway 47 #3	Lake City, FL 32025	83703	4,746
20010094 285643	North Florida Cancer Center	67 South Dixie Highway	St. Augustine, FL 32084	83703	34,644
20010094 285669	Southeast Gynecologic Oncology Associates, P.A.	1801 Barrs Street, Suite 720	Jacksonville, FL 32204	83703	17,293
20010109 282967	Coastal Oncology Group	1375 Roberts Drive, Suite 100	Jacksonville Beach, FL 32250	83703	173,830
20010115 221108	Oncology Medical Center	3226-G Hampton Avenue	Brunswick, GA 31520	83703	22,453
20010115 288748	Coastal Georgia Oncology Hematology, Llc	2301 Parkwood Drive	Brunswick, GA 31520	83703	45,947
200201790 214537	Bond Clinic	500 East Central Avenue	Winter Haven, FL 33880	83704	141,337
200201790 214538	Gessler Clinic	635 1st Street North	Winter Haven, FL 33881	83704	140,174
20010094 216696	Ram Prakash Batra, M.D.	38172 Medical Center Drive	Zephyrhills, FL 33540	83704	5,042
20010094 216697	Bay Area Oncology	4301 North Habana Avenue, Suite 1	Tampa, FL 33607	83704	78,348
20010094 219440	Antonio Trindade, M.D., Kamal Haider, M.D. and Clark and Daughtrey Medi	130 Pablo Street	Lakeland, FL 33803	83704	150,916
20010094 225854	Hematology/Oncology Consultants	1414 Swann Avenue	Tampa, FL 33606	83704	105,514
20010094 230120	Rafael J. Leon, M.D.	6712 Dairy Road	Zephyrhills, FL 33540	83704	1,582
20010094 275868	University Hematology and Oncology	3000 East Fletcher Avenue, Suite #240	Tampa, FL 33613	83704	9,966
20010094 276703	Susan Ross, M.D., P.A.	2243 N. Blvd. W.	Davenport, FL 33837	83704	30,134
20010109 235428	Ramesh K. Shah, M.D.	4910 North Armenia Avenue	Tampa, FL 33603	83704	2,521
20010121 214536	Watson Clinic	1600 Lakeland Hills Boulevard	Lakeland, FL 33805	83704	154,169
20010121 228340	Ron Schiff, M.D.	13601 Bruce B. Downs Boulevard, Suite	Tampa, FL 33613	83704	101,591
20010121 314873	Oncology and Hematology Specialists	4710 North Habana Avenue, Suite 303	Tampa, FL 33614	83704	15,126
20010121 316036	Egberto J. Zayas, M.D., P.A.	13601 Bruce B. Downs Boulevard, Suite	Tampa, FL 33613	83704	0
20010121 320126	Maria D. Bazzini, Do P.A.	508 South Habana Avenue, Suite 350	Tampa, FL 33609	83704	0
200201892 216699	Amit Shah, M.D.	6801 Us Highway 27 North, Suite A2	Sebring, FL 33870	83704	60,266
200201892 231226	Joseph Sinkovics, M.D.	4600 North Habana Avenue, Suites 9 a	Tampa, FL 33614	83704	109,810
200201790 214545	Diagnostic Clinic	1551 West Bay Drive	Largo, FL 33770	83705	8,206
200201790 216428	Ayub, Sokoi, Matzkowitz and Sennabaum, dba New Hope Cancer Center	7651 Medical Drive	Hudson, FL 34667	83705	118,233
200201790 219289	McLaughlin and Marte, M.D.S, LLP	3850 Tampa Road, Building B, 2nd Floor	Palm Harbor, FL 34684	83705	297,338
200201790 219679	Gastroenterology and Oncology Associates	5767 49th Street North	St. Petersburg, FL 33709	83705	344,214
200201790 233047	Ameridrug Pharmacy	4757-4759 Us Highway 19	New Port Richey, FL 34652	83705	0
20010094 216704	Pasco Hernando Oncology Associates, P.A.	5802 State Road 54	New Port Richey, FL 34652	83705	524,740
20010094 216977	Roberto Araujo, M.D.	5347 Main Street, Suite 203	New Port Richey, FL 34652	83705	33,171
20010094 221513	Suncoast Internal Medicine Consultants	13644 Walsingham Road	Largo, FL 33774	83705	2,403
20010094 221641	Gulf Coast Oncology Associates	1201 5th Avenue North, Suite 505	St. Petersburg, FL 33705	83705	1,007,374
20010094 226631	Pasco-Pinellas Cancer Center	3000 Us 19th	Holiday, FL 34691	83705	0
20010094 231665	Roberto Araujo, M.D.	1744 Alternate 19 South	Tarpon Springs, FL 34689	83705	10,357
20010094 307671	David Dresdner, M.D.	1099 5th Avenue North, Suite 120	St. Petersburg, FL 33705	83705	25,210
20010094 318302	Digestive Disease and Cancer Institute	34653 Us Highway 19 North	Palm Harbor, FL 34684	83705	0
20010109 229134	David Flick, M.D., P.A.	1260 South Greenwood Avenue, Suite	Clearwater, FL 33756	83705	65,091
20010109 281706	Pasadena Physicians Group #2	6450 38th Avenue North #300	St. Petersburg, FL 33710	83705	45,780
20010109 285827	Rafael Rocha, M.D.	640 Tyrone Boulevard North	St. Petersburg, FL 33710	83705	7,563
20010121 225857	Pinnellas Hematology and Oncology, P.A.	1609 Pasadena Avenue South, Suite 2	St. Petersburg, FL 33707	83705	0
200201892 226593	Bay Area Cancer Consultants, P.A.	3850 Tampa Road, Building A, 2nd Floor	Palm Harbor, FL 34684	83705	117,240
200201892 231831	Joseph M. Defelice, M.D.	303 Pinellas Street, Suite 320, Powell C	Clearwater, FL 33756	83705	116,862
200201892 232069	Sneh Lata Gupta, M.D.	5340 Gulf Drive, Suite 105	New Port Richey, FL 34652	83705	63,347
200201892 277093	Clearwater Hematology Oncology Associates	303 Pinellas Street, Suite 330	Clearwater, FL 34616	83705	0

20010094 214436 Augusta Oncology Associates

2101 Central Avenue

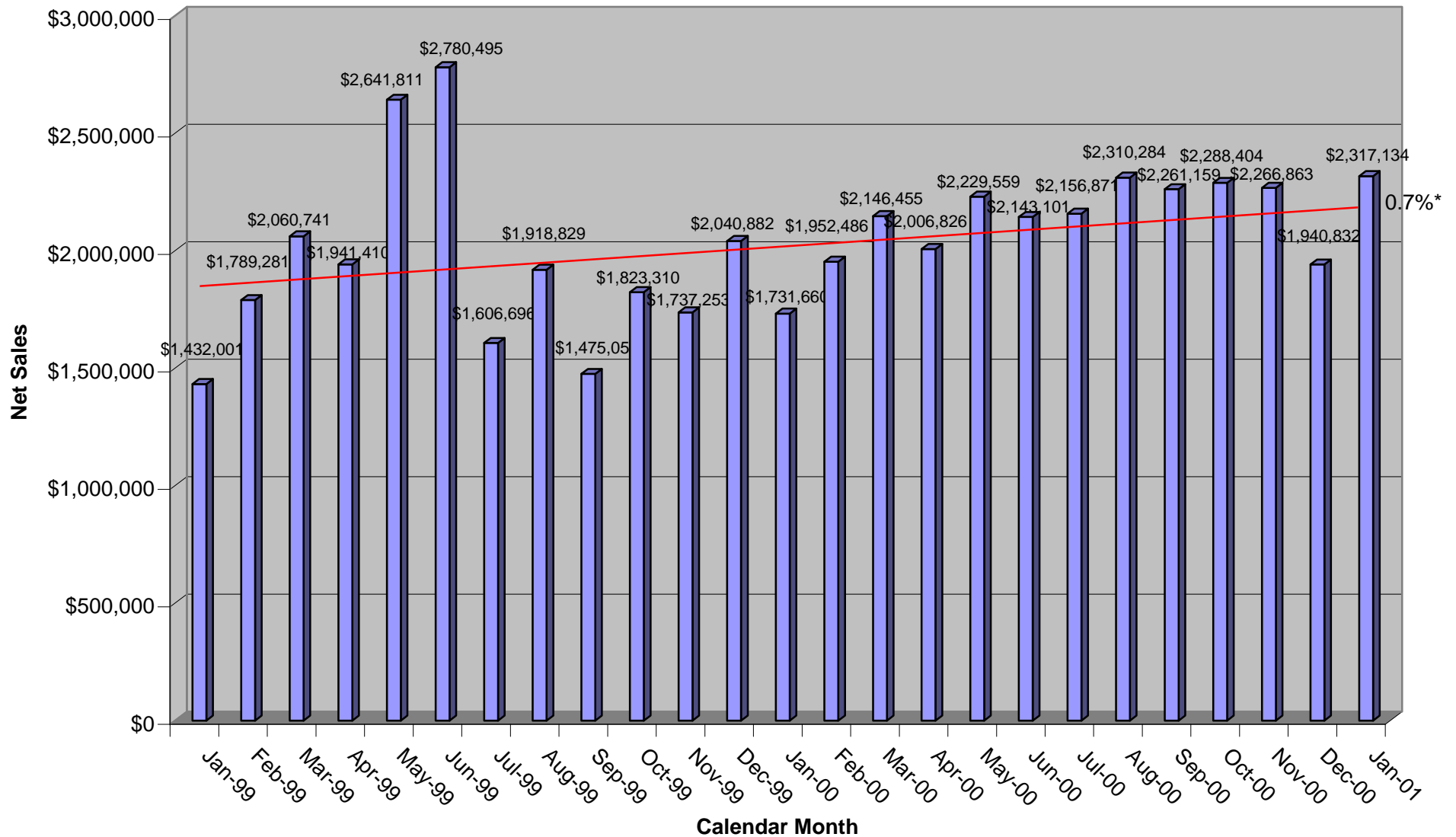
Augusta, GA 30904

82203

318,116

# **Exhibit 7**

**US Oncology Contract Status Report  
Monthly NET Neupogen®  
Chargeback and Direct Sales**



**Note:** Sales are NET Sales through 1/31/01.

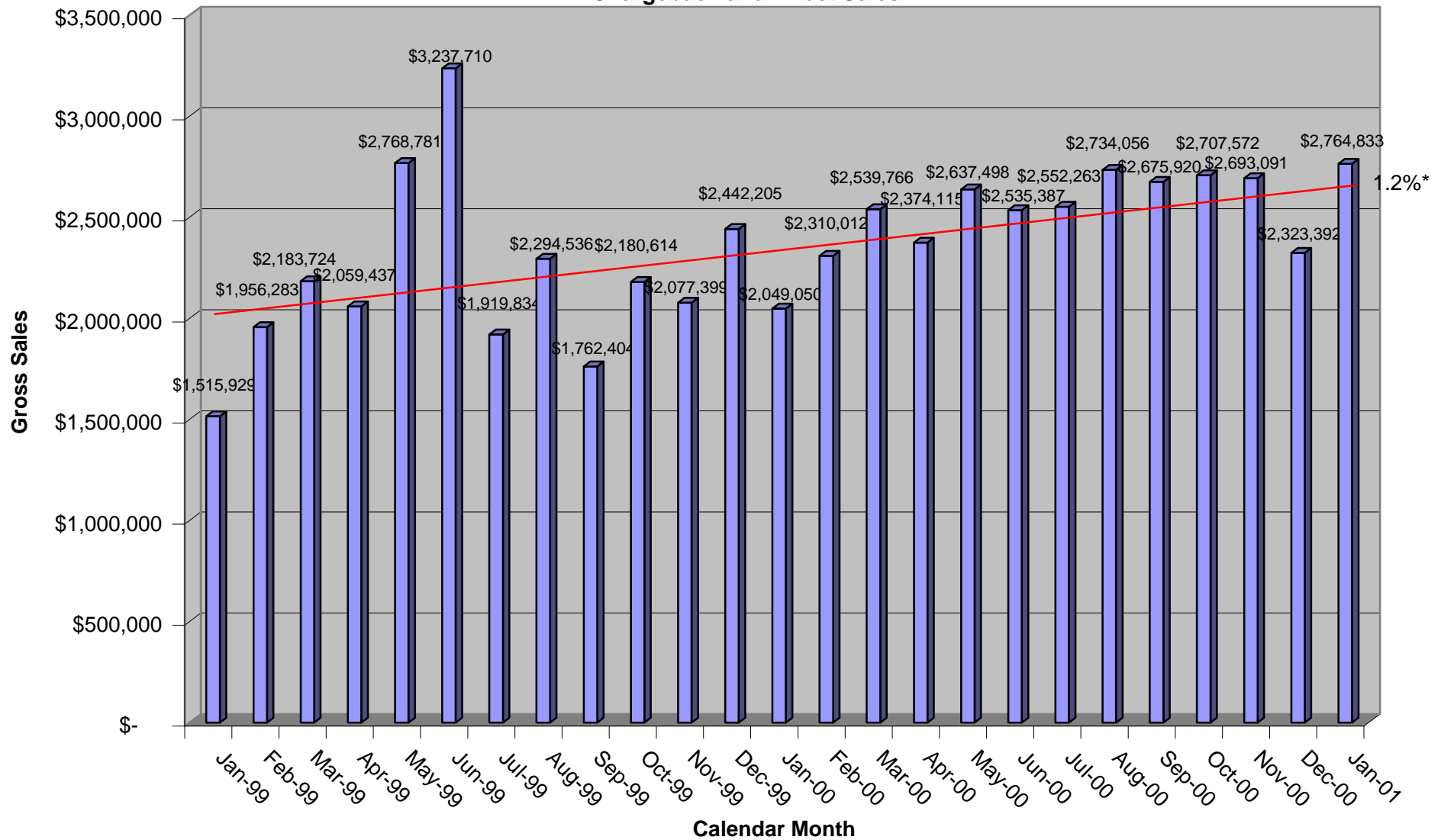
\*Represents Linear Regression Growth Rate.

f/n: US Oncology 1\_01.xls, ChartNet

Data Source: Chargeback + Direct Sales

2/8/2001  
B.Hazelton

**US Oncology Contract Status Report  
Monthly Gross Neupogen®  
Chargeback and Direct Sales**



**Note:** Sales are NET Sales through 1/31/01.

\*Represents Linear Regression Growth Rate.

f/n: US Oncology 1\_01.xls, ChartGross

Data Source: Chargeback + Direct Sales

2/8/2001  
B.Hazelton

**US Oncology Contracted Customer Sales**

By Region

Region	Name	Net Chargeback and Direct Sales				Gross Chargeback and Direct Sales			
		2000 Total	2000 YTD*	2001 YTD*	Growth**	2000 Total	2000 YTD*	2001 YTD*	Growth**
81000	Northeast	\$ 1,089,590	\$ 73,904	\$ 108,953	47%	\$ 1,291,025	\$ 87,460	\$ 126,489	45%
82000	Central	11,203,027	707,144	954,709	35%	13,273,710	837,107	1,138,457	36%
83000	Western	4,788,638	329,245	543,589	65%	5,673,460	389,388	651,004	67%
84000	Southeast	4,932,104	379,609	445,977	17%	5,839,995	448,991	534,103	19%
85000	Great Lakes	3,421,141	241,759	263,906	9%	4,053,932	286,104	314,780	10%
<b>TOTAL</b>		<b><u>\$25,434,501</u></b>	<b><u>\$1,731,660</u></b>	<b><u>\$2,317,134</u></b>	<b><u>34%</u></b>	<b><u>\$30,132,122</u></b>	<b><u>\$2,049,050</u></b>	<b><u>\$2,764,833</u></b>	<b><u>35%</u></b>

\*YTD Sales are sales through Jan. 31.

\*\*Growth is 2001 YTD sales versus 2000 YTD sales.

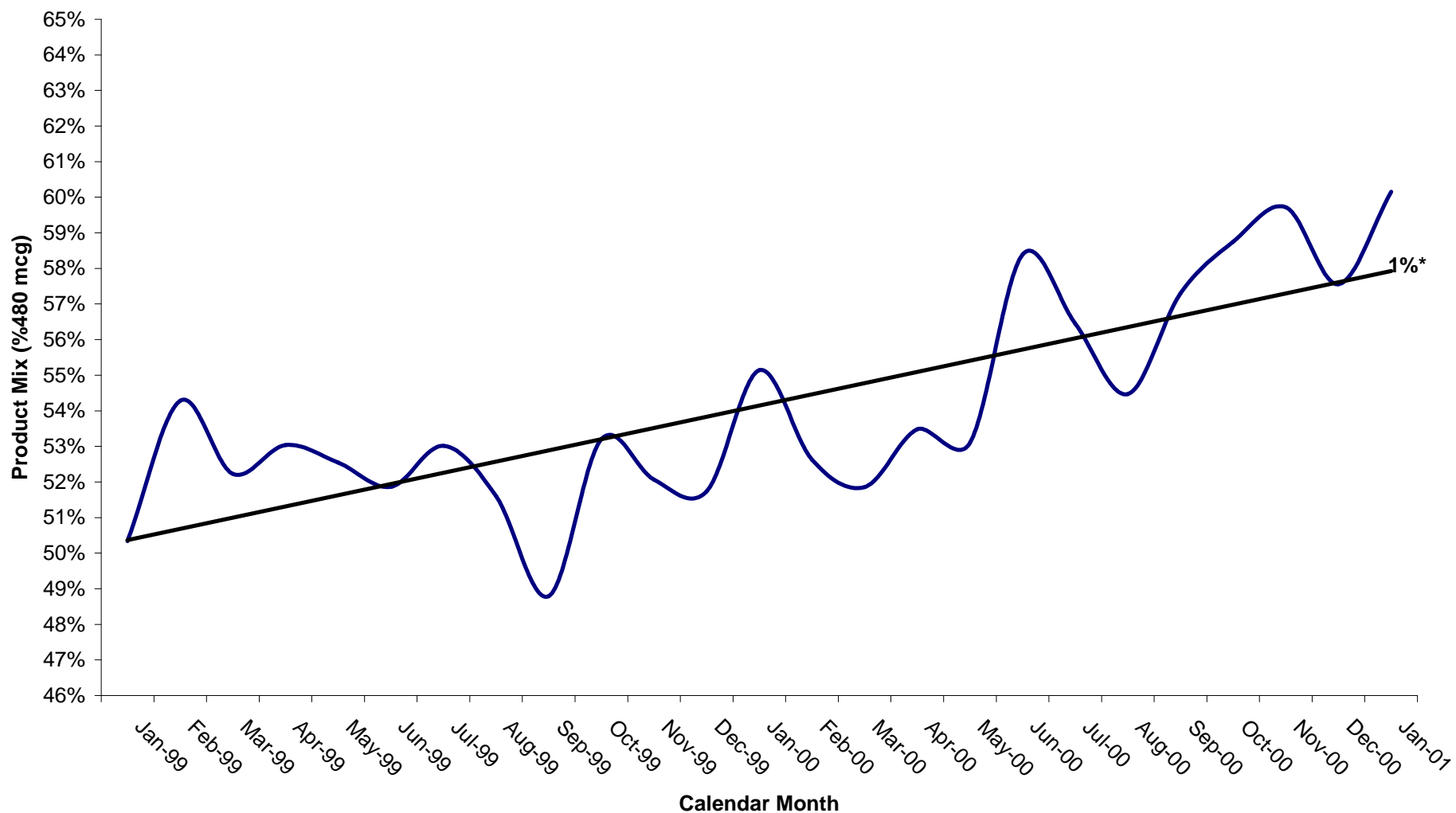
f/n: US Oncology 1\_01.xls, ByRegion

Data Source: Chargeback + Direct Sales

2/9/2001  
B. Hazelton



**US Oncology Contracted Customers  
Neupogen® Product Mix  
(480 mcg % of Business)**



\*Represents Linear Regression Vial Mix.  
f/n: US Oncology 1\_01.xls, VialMix

Data Source: Chargeback + Direct Sales

2/9/2001  
B.Hazelton

**US Oncology Contracted Customers****Net Chargeback and Direct Sales**

By ACIS

<u>ACIS</u>	<u>Account Name</u>	<u>Terr#</u>	<u>PSR Name</u>	<u>Q100</u>	<u>Q200</u>	<u>Q300</u>	<u>Q400</u>	<u>2000 TOTAL</u>	<u>2000 YTD*</u>	<u>2001 YTD*</u>	<u>Growth**</u>
214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
214239	Quinmed, Inc., Db: Riverview Cancer Care	81501	Abrahamson, Janet	9,982	12,648	12,152	19,391	54,173	2,439	4,013	65%
216398	Amsterdam Community Cancer Program	81501	Abrahamson, Janet	4,877	25,606	34,596	19,629	84,709	-	11,333	1000%
216596	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	17,484	38,853	36,911	55,416	148,664	3,885	27,546	609%
216598	The Albany Regional Cancer Center	81501	Abrahamson, Janet	24,573	24,345	14,859	15,254	79,032	11,925	6,531	-45%
231414	Riverview Cancer Care Medical Associates	81501	Abrahamson, Janet	1,943	4,381	8,267	1,943	16,533	1,943	-	-100%
231672	Northeastern New York Regional Cancer C	81501	Abrahamson, Janet	38,936	62,558	55,738	38,566	195,798	7,543	7,555	0%
274985	Northeastern New York Regional Cancer C	81501	Abrahamson, Janet	5,601	4,381	5,601	9,693	25,276	-	-	0%
226724	Catskill Community Cancer Program	81503	Forman, Art	7,543	7,771	3,162	1,219	19,695	1,219	3,266	168%
278584	Cavell Cancer Treatment Center	81503	Forman, Art	24,800	18,476	33,335	31,128	107,740	8,267	17,823	116%
233112	Interlakes Oncology and Hematology	81504	Sgroi, Kristen	-	-	-	4,013	4,013	-	-	0%
233113	Interlakes Oncology and Hematology, P.C.	81504	Sgroi, Kristen	-	-	-	-	-	-	1,259	100%
233114	Interlakes Oncology and Hematology	81504	Sgroi, Kristen	23,312	15,541	7,771	7,834	54,458	11,656	6,020	-48%
233115	Interlakes Oncology and Hematology	81504	Sgroi, Kristen	5,828	-	-	2,439	8,267	1,943	-	-100%
219638	Berkshire Hematology Oncology, P.C.	81608	Federico, Tony	48,153	65,906	40,879	52,366	207,304	13,371	21,089	58%
225556	Berkshire Hematology Oncology	81608	Federico, Tony	25,255	3,162	4,877	8,538	41,832	7,771	-	-100%
<b>81000</b>	<b>Region TOTAL:</b>			<b>\$ 246,057</b>	<b>\$ 294,335</b>	<b>\$ 271,519</b>	<b>\$ 277,679</b>	<b>\$ 1,089,590</b>	<b>\$ 73,904</b>	<b>\$ 108,953</b>	<b>47%</b>
216466	West Texas Cancer Center	82101	Jordan, Elizabeth	5,828	18,476	20,646	15,230	60,180	-	10,544	1000%
230174	Allison Cancer Center	82101	Jordan, Elizabeth	32,571	42,511	31,351	13,195	119,628	10,209	21,324	109%
214942	Texas Oncology, P.A.	82102	Smith, Vicki	5,105	18,972	5,828	12,280	42,184	5,105	4,013	-21%
214948	Texas Oncology, P.A.	82102	Smith, Vicki	37,717	27,962	43,772	51,184	160,634	8,763	23,064	163%
216780	Texas Oncology, P.A. Db: North Texas Re	82102	Smith, Vicki	29,677	32,612	37,221	29,113	128,623	7,047	20,106	185%
217044	Texas Oncology, P.A. Db: Texoma Region	82102	Smith, Vicki	23,808	16,037	20,646	12,383	72,875	8,990	1,259	-86%
217060	Texas Oncology, P.A. Db: Paris Regional (	82102	Smith, Vicki	5,105	17,525	16,306	32,797	71,733	-	14,086	1000%
226289	Texas Oncology, P.A.	82102	Smith, Vicki	18,972	19,241	13,144	4,013	55,370	8,990	2,007	-78%
227706	Texoma Cancer Center of Denison	82102	Smith, Vicki	3,885	-	1,943	-	5,828	1,943	-	-100%
214943	Texas Oncology, P.A.	82103	Robinson, Shawn	-	-	-	-	-	-	-	0%
214955	Tyler Cancer Center/Texas Oncology, P.A.	82103	Robinson, Shawn	103,767	81,902	69,027	39,009	293,705	31,351	23,331	-26%
219689	Texas Cancer Center - Mesquite	82103	Robinson, Shawn	31,165	41,106	23,622	20,275	116,169	7,316	7,791	6%
219691	Longview Cancer Center	82103	Robinson, Shawn	39,019	30,484	24,387	42,510	136,399	13,413	17,629	31%
225864	Texas Oncology, P.A.	82103	Robinson, Shawn	-	-	1,943	-	1,943	-	-	0%
226290	Texas Oncology, P.A.	82103	Robinson, Shawn	68,758	74,855	75,805	114,526	333,943	12,152	41,901	245%
228607	Texas Oncology, P.A. - Sammons Cancer C	82103	Robinson, Shawn	118,523	130,324	126,666	113,483	488,997	9,486	22,860	141%
230982	Texas Cancer Center - South Dallas	82103	Robinson, Shawn	29,181	59,127	42,821	43,463	174,593	14,095	7,791	-45%
285894	Texas Oncology P.A. Corsica	82103	Robinson, Shawn	-	-	-	-	-	-	3,266	500%
233017	Texas Oncology, P.A.	82104	Kyle, Steven	9,755	27,962	32,343	44,817	114,877	1,219	2,007	65%
233672	Texas Oncology	82104	Kyle, Steven	2,439	-	-	-	2,439	2,439	-	-100%
234553	Texas Oncology, P.A.	82104	Kyle, Steven	1,219	1,219	6,324	3,162	11,925	-	-	0%
224941	Southwestern New Mexico Oncology Llc	82105	Granillo, Raul	43,545	9,755	27,239	23,312	103,850	13,371	-	-100%
234966	El Paso Cancer Treatment Center East - Te	82105	Granillo, Raul	34,327	19,737	15,810	9,590	79,464	13,144	3,266	-75%
275087	El Paso Cancer Treatment Center	82105	Granillo, Raul	6,820	14,363	6,820	8,866	36,870	4,381	4,525	3%

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Data Source: Chargeback + Direct Sales

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<u>ACIS</u>	<u>Account Name</u>	<u>Terr#</u>	<u>PSR Name</u>	<u>Q100</u>	<u>Q200</u>	<u>Q300</u>	<u>Q400</u>	<u>2000 TOTAL</u>	<u>2000 YTD*</u>	<u>2001 YTD*</u>	<u>Growth**</u>
214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
214958	Texas Oncology, P.A.	82106	Knautz, Geoff	1,219	3,162	3,658	5,105	13,144	-	-	0%
216783	Texas Cancer Center - Fort Worth	82106	Knautz, Geoff	-	9,713	1,943	3,949	15,605	-	-	0%
216804	Texas Oncology, P.A.	82106	Knautz, Geoff	1,943	-	-	-	1,943	-	-	0%
217023	Texas Oncology, P.A. Db: Mid-Cities Onco	82106	Knautz, Geoff	1,219	-	2,439	1,259	4,917	1,219	3,266	168%
221172	Texas Oncology, P.A.	82106	Knautz, Geoff	30,401	36,456	48,608	22,972	138,436	10,705	8,538	-20%
225619	Texas Oncology, P.A.	82106	Knautz, Geoff	19,923	9,713	-	-	29,636	11,656	-	-100%
225761	Texas Oncology, P.A. Db: Mid-Cities Onco	82106	Knautz, Geoff	3,658	6,820	29,987	9,777	50,243	3,658	4,013	10%
226060	Texas Oncology, P.A.	82106	Knautz, Geoff	22,589	33,563	63,467	7,771	127,389	13,599	-	-100%
226292	Texas Oncology, P.A.	82106	Knautz, Geoff	10,209	2,439	7,543	6,097	26,288	5,105	3,778	-26%
231998	Texas Oncology, P.A.	82106	Knautz, Geoff	-	-	-	-	-	-	-	0%
232264	Texas Cancer Center South	82106	Knautz, Geoff	19,695	26,019	53,258	19,199	118,172	7,771	15,069	94%
232967	Texas Cancer Center	82106	Knautz, Geoff	9,755	6,820	9,982	13,863	40,420	2,439	2,518	3%
235196	Texas Oncology	82106	Knautz, Geoff	-	-	1,219	1,259	2,479	-	-	0%
235499	Texoma Cancer Center	82106	Knautz, Geoff	33,294	40,114	30,359	25,323	129,090	9,713	13,796	42%
282164	Texas Oncology, P.A.	82106	Knautz, Geoff	-	31,083	27,693	27,094	85,869	-	9,797	1000%
285951	Texas Oncology P.A. of Denton	82106	Knautz, Geoff	-	-	-	3,266	3,266	-	-	0%
220086	Cancer Care Associates - Integris Baptist C	82107	Hampton, Jeanne	38,626	67,766	111,000	71,070	288,462	1,943	22,072	1036%
224525	Cancer Care Associates - Norman Campus	82107	Hampton, Jeanne	15,810	18,476	17,753	38,754	90,792	4,381	-	-100%
225309	Cancer Care Associates - Mercy Campus	82107	Hampton, Jeanne	10,478	18,021	16,575	30,484	75,559	5,601	7,791	39%
233111	Cancer Care Associates - Shawnee Campu	82107	Hampton, Jeanne	7,771	9,486	13,599	15,669	46,524	3,885	-	-100%
234875	Cancer Care Associates - Duncan Campus	82107	Hampton, Jeanne	-	6,324	13,867	13,499	33,690	-	-	0%
278590	Cancer Care Associates - Hefner Pointe Ca	82107	Hampton, Jeanne	100,192	119,164	97,753	140,319	457,428	23,353	46,426	99%
281088	Cancer Care Associates - Integris Southwe	82107	Hampton, Jeanne	41,375	45,033	58,177	43,979	188,564	6,324	12,827	103%
281648	Cancer Care Associates - Ardmore Campus	82107	Hampton, Jeanne	35,051	31,930	39,928	46,663	153,572	20,915	16,328	-22%
217034	Cancer Care Associates	82108	Schwier, Jason	30,669	35,960	29,450	62,398	158,477	1,219	15,581	1178%
228549	Cancer Care Associates - Stillwater	82108	Schwier, Jason	4,381	6,324	9,486	1,219	21,411	-	2,518	100%
228605	Cancer Care Associates- Bartlesville	82108	Schwier, Jason	-	1,219	5,828	5,956	13,003	-	4,013	200%
233821	Cancer Care Associates - Enid	82108	Schwier, Jason	7,047	3,885	3,658	723	15,314	1,943	-	-100%
234872	Cancer Care Associates	82108	Schwier, Jason	8,990	-	-	-	8,990	3,885	-	-100%
278591	Cancer Care Associates - Mingo	82108	Schwier, Jason	10,478	13,371	19,695	21,949	65,494	2,439	6,020	147%
278615	Cancer Care Associates	82108	Schwier, Jason	7,771	25,523	22,857	56,242	112,393	3,885	6,531	68%
281952	Cca Mcalester	82108	Schwier, Jason	4,381	2,439	-	6,940	13,760	-	3,266	300%
214951	Texas Oncology, P.A.	82109	Grayson, James	34,245	40,073	42,739	28,576	145,631	10,933	27,064	148%
223441	Southwest Regional Cancer Center	82201	Gonzalez, Alberto	12,152	4,381	12,152	9,118	37,803	6,324	1,259	-80%
223545	Southwest Regional Cancer Center	82201	Gonzalez, Alberto	65,183	87,275	89,218	114,620	356,296	17,753	43,478	145%
225629	Southwest Regional Cancer Center/Central	82201	Gonzalez, Alberto	17,257	20,687	17,525	21,290	76,759	10,933	3,266	-70%
228554	Texas Oncology, P.A.	82201	Gonzalez, Alberto	34,782	95,583	113,253	104,388	348,007	1,943	18,570	856%
231658	South Austin Cancer Center	82201	Gonzalez, Alberto	80,414	65,100	79,422	43,937	268,872	33,521	12,039	-64%
231997	Texas Oncology, P.A.	82201	Gonzalez, Alberto	-	-	-	-	-	-	-	0%
215023	South Texas Cancer Center	82202	Valladares, Cris	97,402	62,661	58,776	47,798	266,637	27,693	24,078	-13%
220087	Texas Oncology, P.A. Db: Valley Oncology	82202	Valladares, Cris	8,267	26,247	24,573	42,864	101,950	-	-	0%
230907	South Texas Cancer Center	82202	Valladares, Cris	6,324	9,982	12,917	6,452	35,674	1,943	2,518	30%

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214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
235271	Valley Oncology, P.A.	82202	Valladares, Cris	-	-	-	-	-	-	-	0%
235947	South Texas Cancer Center, Db	82202	Valladares, Cris	-	-	-	-	-	-	-	0%
226474	Lawrence Foote, M.D.	82203	Guin, Larry	3,885	1,219	3,162	6,492	14,758	-	-	0%
277662	Texas Oncology, P.A.	82203	Guin, Larry	19,427	-	-	-	19,427	-	-	0%
225755	United States Oncology Db	82204	Badon, Ty	3,885	5,828	-	2,504	12,218	-	5,008	500%
230981	Texas Oncology, P.A.	82204	Badon, Ty	39,349	33,025	36,911	45,064	154,349	9,713	16,052	65%
224532	Philip Cimo, M.D.	82205	Rawlins, Kimberly	2,439	-	-	-	2,439	2,439	-	-100%
235270	Texas Oncology, P.A.	82205	Rawlins, Kimberly	8,039	2,439	5,601	-	16,079	4,381	1,259	-71%
226495	Texas Oncology, P.A.	82206	Hendrix, Holley	67,394	67,394	50,633	60,772	246,193	10,209	3,266	-68%
230570	Texas Oncology	82206	Hendrix, Holley	10,705	4,877	3,658	1,219	20,460	1,943	-	-100%
234777	Hemonc Physician Enterprise	82206	Hendrix, Holley	1,943	6,820	-	-	8,763	1,943	-	-100%
225272	Texas Oncology P.A. Deke Slayton Cancer	82206	Varacek, Timothy	-	-	-	6,256	6,256	-	3,778	300%
217621	Oncology for San Antonio	82207	Flores, Robert	-	-	-	3,698	3,698	-	3,266	300%
225669	Fred M. Massey, M.D., P.A.	82207	Flores, Robert	-	-	-	-	-	-	-	0%
232777	Texas Oncology, P.A.	82207	Flores, Robert	-	-	6,324	-	6,324	-	-	0%
278600	Cancer Care Network of South Texas - Sou	82207	Flores, Robert	10,933	8,763	4,877	7,396	31,968	5,828	1,259	-78%
215007	San Antonio Tumor and Blood Clinic	82208	Sanchez, Robert	4,877	10,705	14,591	11,385	41,558	-	6,097	600%
215011	San Antonio Tumor and Blood Clinic	82208	Sanchez, Robert	51,501	132,638	10,209	64,051	258,400	20,419	13,063	-36%
219822	Hematology Oncology Associates	82208	Sanchez, Robert	99,159	168,598	143,530	100,466	511,752	31,124	38,636	24%
229054	Southwest Regional Cancer Center	82208	Sanchez, Robert	25,337	18,517	3,658	11,213	58,726	3,658	7,791	113%
231675	Texas Oncology, P.A.	82208	Sanchez, Robert	22,361	11,656	19,427	23,567	77,011	11,656	8,026	-31%
233127	San Antonio Tumor and Blood Clinic	82208	Sanchez, Robert	5,105	8,267	-	-	13,371	1,943	-	-100%
235273	Cancer Care Network	82208	Sanchez, Robert	14,818	5,828	6,324	11,036	38,006	5,105	2,007	-61%
278601	Cancer Care Network of South Texas - Kerr	82208	Sanchez, Robert	5,105	1,943	6,324	8,370	21,742	1,219	1,259	3%
279064	Texas Oncology, P.A.	82208	Sanchez, Robert	6,324	12,648	15,314	7,898	42,184	3,885	-	-100%
281641	Hematology and Oncology Associates of Sc	82208	Sanchez, Robert	-	-	22,589	46,391	68,980	-	13,298	1000%
217620	Oncology - Hematology Associates of Kans	82303	Thomson, Brett	3,162	-	5,105	5,892	14,158	3,162	2,007	-37%
219197	Oncology-Hematology Clinic of Kansas City	82303	Thomson, Brett	13,867	12,648	-	-	26,515	5,601	2,518	-55%
219198	Oncology-Hematology Clinic of Kansas City	82303	Thomson, Brett	3,658	-	3,658	-	7,316	1,219	-	-100%
231957	Oncology Hematology Associates of Kans	82303	Thomson, Brett	33,790	31,351	31,847	41,847	138,835	12,152	11,292	-7%
231959	Oncology - Hematology Associates of Kans	82303	Thomson, Brett	9,755	9,982	9,982	12,564	42,283	2,439	3,778	55%
278578	Clinical Hematology Oncology - Barry Road	82303	Thomson, Brett	3,885	8,990	9,713	3,202	25,790	-	-	0%
280919	Missouri Cancer Associates	82303	Thomson, Brett	9,713	19,695	7,771	5,169	42,348	3,885	2,007	-48%
285568	Oncology Hematology Associates	82305	Huck, Todd	-	-	-	3,202	3,202	-	-	0%
214862	Missouri Cancer Associates	82305	Huck, Todd	29,140	39,349	24,800	13,971	107,260	5,828	2,007	-66%
219196	Oncology - Hematology Associates of Kans	82305	Huck, Todd	3,162	11,201	3,162	-	17,525	-	-	0%
233141	Cliffview Hematology and Oncology, Llc.	82305	Huck, Todd	7,771	7,047	11,429	7,834	34,081	-	2,007	100%
274888	Missouri Cancer Association	82305	Huck, Todd	14,136	14,363	24,800	10,544	63,844	-	4,525	1000%
216764	Hertzler Clinic	82308	Bullock, John	(214)	11,429	5,105	5,892	22,211	(2,156)	4,013	-286%
216765	Cancer Center of Kansas	82308	Bullock, John	-	1,943	12,421	1,219	15,583	-	2,007	1000%
218671	Dodge City Medical Center and Cancer Cen	82308	Bullock, John	1,943	12,152	12,875	12,172	39,142	-	3,266	1000%
219321	Cancer Center of Kansas	82308	Bullock, John	27,280	66,133	112,757	86,645	292,815	-	21,089	1000%

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214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
221843	Cancer Center of Kansas	82308	Bullock, John	3,658	4,381	7,047	3,949	19,036	1,219	2,007	65%
228103	Cancer Center of Kansas	82308	Bullock, John	1,219	1,943	12,648	3,162	18,972	-	2,007	1000%
228488	Cancer Center of Kansas	82308	Bullock, John	5,828	1,943	-	-	7,771	5,828	-	-100%
278585	Cancer Center of Kansas - Sumner	82308	Bullock, John	-	-	-	1,219	1,219	-	-	0%
278586	Cancer Center of Kansas - Newton	82308	Bullock, John	2,439	3,162	3,162	2,007	10,769	-	4,013	1000%
281650	Cck - Eureka	82308	Bullock, John	-	-	-	-	-	-	-	0%
281728	Cancer Center of Kansas - Kingman	82308	Bullock, John	3,162	1,943	1,943	-	7,047	3,162	-	-100%
285050	Cancer Center of Kansas	82308	Bullock, John	-	-	3,162	5,892	9,054	-	3,266	1000%
226917	Oncology Associates of Cedar Rapids	82402	Severns, Janice	7,771	11,656	1,943	5,828	27,197	-	3,266	1000%
224020	Minnesota Oncology Hematology, P.A.	82404	Johnson, Vaughn	23,395	32,839	18,249	6,531	81,014	4,877	-	-100%
225383	Minnesota Oncology Hematology, P.A.	82404	Johnson, Vaughn	10,705	27,011	58,321	48,224	144,262	3,162	9,797	210%
235500	Minnesota Oncology Hematology, P.A.	82404	Johnson, Vaughn	48,649	34,059	51,584	51,186	185,478	19,468	14,598	-25%
216737	Minnesota Oncology Hematology, P.A.	82405	Carroll, Becki	23,353	9,486	10,705	9,442	52,987	5,601	3,266	-42%
216738	Minnesota Oncology Hematology	82405	Carroll, Becki	7,543	11,925	17,525	14,862	51,855	6,324	6,531	3%
232678	Minnesota Oncology Hematology	82405	Carroll, Becki	4,877	3,658	-	3,738	12,273	2,439	-	-100%
277493	Minnesota Oncology Hematology, P.A.	82405	Carroll, Becki	3,162	-	-	-	3,162	1,943	-	-100%
215053	Rocky Mountain Cancer Center	82502	Adams, Michael	51,811	34,782	70,639	63,332	220,564	17,753	48,709	174%
227597	Rocky Mountain Cancer Centers	82502	Adams, Michael	3,162	3,162	9,755	21,247	37,325	1,219	-	-100%
233107	Rocky Mountain Cancer Center	82502	Adams, Michael	1,219	-	1,219	5,169	7,607	-	2,007	1000%
278574	Rocky Mountain Cancer Center-Northern C	82502	Adams, Michael	41,106	24,077	26,743	35,344	127,270	14,363	26,361	84%
285950	Rocky Mountain Cancer Care	82502	Adams, Michael	-	-	-	3,266	3,266	-	-	0%
221863	Rocky Mountain Cancer Center	82503	Hudson, Marshall	68,117	40,651	40,693	27,462	176,923	4,877	30,139	518%
233099	Childhood Hematology - Oncology Associat	82503	Hudson, Marshall	-	-	-	-	-	-	-	0%
280498	Childhood Hematology Oncology Associate	82503	Hudson, Marshall	2,439	3,658	-	3,226	9,323	1,219	-	-100%
281774	Rocky Mountain Cancer Center	82503	Hudson, Marshall	3,162	-	-	-	3,162	-	-	0%
216662	Rocky Mountain Cancer Centers-Thornton	82504	Keyworth, Claudia	6,097	1,219	-	5,272	12,588	-	-	0%
216664	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	27,011	12,421	11,201	10,417	61,050	11,925	-	-100%
219456	Rocky Mountain Cancer Center - Englewood	82504	Keyworth, Claudia	14,859	29,491	39,432	43,516	127,299	-	10,033	1000%
226712	David Link, M.D.	82504	Keyworth, Claudia	1,219	6,097	10,933	12,152	30,401	-	-	0%
230694	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	18,745	21,142	29,409	10,209	79,505	1,219	-	-100%
231404	Rocky Mountain Cancer Center - West	82504	Keyworth, Claudia	3,658	3,162	2,439	-	9,259	-	-	0%
234876	St. Vrain Oncology Hematology Group	82504	Keyworth, Claudia	2,439	4,877	4,381	-	11,697	-	-	0%
285264	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	-	-	-	7,436	7,436	-	4,525	1000%
285895	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	-	-	-	2,007	2,007	-	17,588	1000%
281561	Little Rock Hematology Oncology Associate	82603	McGee, James	25,751	40,796	47,843	52,092	166,481	-	4,525	1000%
216457	Arkansas Oncology Associates	82604	Parsons, Bradley	38,213	19,737	24,118	13,140	95,207	17,753	8,302	-53%
222619	Arkansas Oncology Clinic	82604	Parsons, Bradley	12,875	7,047	9,713	5,169	34,804	5,105	2,007	-61%

<b>82000</b>	<b>Region TOTAL:</b>			<b>\$ 2,515,415</b>	<b>\$ 2,850,758</b>	<b>\$ 2,977,383</b>	<b>\$ 2,859,472</b>	<b>\$ 11,203,027</b>	<b>\$ 707,144</b>	<b>\$ 954,709</b>	<b>35%</b>
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216641	Willamette Valley Cancer Center	83102	Sheehan, Elizabeth	9,713	23,312	15,541	27,644	76,211	-	6,020	1000%
219413	Oncology Associates of Oregon in Partners	83102	Sheehan, Elizabeth	39,928	102,528	48,649	79,374	270,479	13,867	15,069	9%

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**US Oncology Contracted Customers****Net Chargeback and Direct Sales**

By ACIS

<u>ACIS</u>	<u>Account Name</u>	<u>Terr#</u>	<u>PSR Name</u>	<u>Q100</u>	<u>Q200</u>	<u>Q300</u>	<u>Q400</u>	<u>2000 TOTAL</u>	<u>2000 YTD*</u>	<u>2001 YTD*</u>	<u>Growth**</u>
214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
215316	Oregon Oncology Hematology Group	83103	Palmer, Amy	3,885	19,427	15,541	9,841	48,694	-	4,013	1000%
215318	Health First Medical Group, P.C.	83103	Palmer, Amy	17,029	26,784	28,995	37,778	110,587	1,219	4,525	271%
216485	Northwest Cancer Specialists, P.C.	83103	Palmer, Amy	37,717	35,505	21,865	33,388	128,476	11,429	8,026	-30%
225897	Hematology Clinic, P.C.	83103	Palmer, Amy	17,980	19,509	21,948	13,532	72,970	-	5,037	1000%
225898	Northwest Cancer Specialists - Portland Ad	83103	Palmer, Amy	4,877	-	3,162	3,885	11,925	2,439	4,013	65%
227474	Pacific Northwest Oncology Associates, P.C	83103	Palmer, Amy	-	3,162	-	-	3,162	-	-	0%
228196	Hematology Clinic - St. Vincents	83103	Palmer, Amy	-	1,943	-	-	1,943	-	-	0%
278593	Pacific Northwest Oncology Associates, P.C	83103	Palmer, Amy	10,478	20,460	10,478	11,173	52,589	-	18,847	1000%
285023	Northwest Cancer Specialists	83103	Palmer, Amy	-	-	1,219	-	1,219	-	-	0%
278592	Hematology Clinic - Willamette Falls	83104	Bushnell, David	6,324	11,201	4,877	6,324	28,727	-	-	0%
216241	Puget Sound Cancer Center	83107	Tofthagen, Cherie	122,409	102,032	130,903	126,674	482,018	43,813	5,037	-89%
224100	Puget Sound Cancer Center	83107	Tofthagen, Cherie	77,831	58,590	62,207	72,295	270,922	32,839	35,646	9%
217069	Cancer Care Northwest	83108	Caterinichio, Teresa	17,753	1,943	11,656	28,652	60,003	6,820	9,285	36%
219473	Spokane Oncology and Hematology Associ	83108	Caterinichio, Teresa	12,421	5,601	4,381	-	22,403	5,601	3,266	-42%
226334	Spokane Oncology and Hematology Associ	83108	Caterinichio, Teresa	12,648	8,763	4,381	4,997	30,789	3,162	1,259	-60%
221754	New Mexico Cancer Care Associates	83501	Eagle, Richard	13,623	24,387	19,509	31,272	88,791	2,649	11,804	346%
227098	Southwest Cancer Clinic - Heather Allen M.I	83502	Carlson, Charles	171,843	(12,875)	-	-	158,968	14,818	-	-100%
227291	Southwest Cancer Clinic	83502	Carlson, Charles	-	258,126	317,129	263,897	839,153	-	140,067	0%
229619	Nevada Cancer Center	83502	Carlson, Charles	67,270	-	-	-	67,270	27,197	-	-100%
231778	Southwest Cancer Clinic - Siena Campus	83502	Carlson, Charles	21,411	13,867	22,361	11,036	68,676	3,162	6,531	107%
231780	Southwest Cancer Clinic - West	83502	Carlson, Charles	10,209	17,980	40,341	16,309	84,839	2,439	-	-100%
220091	Canon Medical Clinic	83504	Kotecki, Sandra	1,219	1,219	2,439	4,917	9,795	-	8,302	1000%
223854	Hematology Associates	83504	Kotecki, Sandra	145,596	91,657	126,480	50,204	413,937	48,381	64,208	33%
229395	Northern Arizona Hematology and Oncology	83504	Kotecki, Sandra	4,877	6,097	21,411	7,898	40,283	1,219	2,007	65%
230647	Northern Arizona Hematology and Oncology	83504	Kotecki, Sandra	17,029	27,962	25,565	22,736	93,292	23,085	15,069	-35%
226645	Clinical Hematology-Oncology Associates	83505	Hickey, Victoria	19,509	20,233	23,167	29,543	92,453	4,877	15,110	210%
234887	Hematology Associates	83505	Hickey, Victoria	36,456	41,788	15,087	31,914	125,244	3,885	9,285	139%
235063	Clinical Hematology Oncology Associates, F	83505	Hickey, Victoria	19,241	15,851	17,794	29,442	82,328	5,601	16,093	187%
216960	Arizona Oncology Associates	83507	Kaufmann, Brad	41,106	44,495	24,800	60,938	171,339	15,087	25,102	66%
224520	Hematology and Oncology Physicians, P.C.	83507	Kaufmann, Brad	89,487	68,386	84,651	119,959	362,482	30,132	26,126	-13%
228722	Arizona Oncology Associates	83507	Kaufmann, Brad	18,249	38,667	35,278	60,445	152,639	2,439	22,624	828%
232961	Arizona Oncology Associates	83507	Kaufmann, Brad	34,968	17,484	42,015	54,330	148,797	19,427	56,182	189%
276235	Arizona Oncology Associates	83507	Kaufmann, Brad	-	-	2,439	1,943	4,381	-	-	0%
276930	The Arizona Oncology Associates	83507	Kaufmann, Brad	6,097	6,097	19,468	31,620	63,281	-	5,037	1000%
278565	Arizona Oncology Associates - Green Valle	83507	Kaufmann, Brad	18,517	9,259	7,047	12,752	47,575	3,658	-	-100%

<b>83000</b>	<b>Region TOTAL:</b>			<b>\$ 1,127,701</b>	<b>\$ 1,131,438</b>	<b>\$ 1,232,787</b>	<b>\$ 1,296,712</b>	<b>\$ 4,788,638</b>	<b>\$ 329,245</b>	<b>\$ 543,589</b>	<b>65%</b>
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214455	Ocala Oncology Center, P.A.	84101	Sampl, Timothy	48,877	44,454	38,853	7,962	140,146	17,257	10,033	-42%
216194	North Florida Hematology and Oncology As	84102	Hanks, Don	23,312	27,197	23,312	13,854	87,675	7,771	-	-100%
216882	Hematology-Oncology Associates	84102	Hanks, Don	49,827	34,782	44,268	47,845	176,722	18,476	20,618	12%
226137	Marsland and Sullivan, M.D.S, P.A.	84102	Hanks, Don	-	-	6,097	4,013	10,110	-	5,272	1000%

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Data Source: Chargeback + Direct Sales

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**US Oncology Contracted Customers****Net Chargeback and Direct Sales**

By ACIS

<u>ACIS</u>	<u>Account Name</u>	<u>Terr#</u>	<u>PSR Name</u>	<u>Q100</u>	<u>Q200</u>	<u>Q300</u>	<u>Q400</u>	<u>2000 TOTAL</u>	<u>2000 YTD*</u>	<u>2001 YTD*</u>	<u>Growth**</u>
214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
233770	Hematology-Oncology Associates - Jacksor	84102	Hanks, Don	10,478	15,087	19,964	14,791	60,320	2,439	-	-100%
278577	Hematology Oncology Associates	84102	Hanks, Don	8,267	13,599	8,990	3,949	34,804	4,381	-	-100%
227088	Medical Initiatives, Inc.	84107	O'Brien, Michael	241,324	406,079	330,418	325,866	1,303,687	84,568	192,041	127%
234642	Mid Atlantic Consultants in Hematology Onc	84201	Burnette, Steven	1,943	-	1,219	7,647	10,809	-	1,259	100%
216413	Asheville Hematology and Oncology	84202	Hoke, III, Forney	12,875	10,705	23,353	12,792	59,726	3,885	6,531	68%
233661	Regional Hematology Oncology Clinic - Durl	84204	King, Neal	-	1,219	8,763	1,943	11,925	-	4,013	1000%
278588	Raleigh Hematology Oncology Clinic - Cary	84204	King, Neal	6,820	1,219	4,877	2,439	15,355	3,658	3,778	3%
280801	Raleigh Hematology Oncology	84204	King, Neal	-	1,219	1,219	3,658	6,097	-	3,266	1000%
214395	Piedmont Hematology Oncology Associates	84205	Hillman, J. Reggie	17,071	24,345	37,531	16,564	95,511	10,974	-	-100%
216637	Triad Hematology Oncology Associates	84205	Hillman, J. Reggie	8,267	3,658	24,614	11,054	47,593	2,439	2,518	3%
229080	Piedmont Gyn Oncology	84205	Hillman, J. Reggie	-	3,658	15,851	13,652	33,161	-	2,518	1000%
216632	Virginia Oncology	84207	Nicolato, Jamie	13,599	16,037	65,637	40,792	136,065	1,943	16,052	726%
217128	Hematology-Oncology Consultants of Tidew	84207	Nicolato, Jamie	6,324	7,543	8,267	12,855	34,989	-	-	0%
223951	Williamsburg Hematology Oncology	84207	Nicolato, Jamie	29,140	27,197	7,771	-	64,108	1,943	-	-100%
228279	Hematology-Oncology Consultants of Tidew	84207	Nicolato, Jamie	15,087	25,565	17,525	22,657	80,833	5,105	8,026	57%
234898	Virginia Oncology Associates	84207	Nicolato, Jamie	9,486	14,591	11,429	-	35,505	3,162	-	-100%
278602	Mid Atlantic Consultants in Hematology Onc	84207	Nicolato, Jamie	84,423	130,861	114,824	132,988	463,097	30,401	23,607	-22%
278604	Mid Atlantic Consultants in Hematology Onc	84207	Nicolato, Jamie	7,047	9,486	17,257	19,471	53,260	3,885	2,007	-48%
282178	Mid Atlantic Consultants and Hematology O	84207	Nicolato, Jamie	-	6,324	3,162	11,188	20,674	-	-	0%
219856	Raleigh Hematology Oncology Associates	84209	Stutts, Randy	31,579	40,796	30,359	51,020	153,754	23,808	12,039	-49%
231881	Greenville Cancer Centers - Seneca	84307	Jones, Norman	-	-	1,943	1,259	3,202	-	-	0%
232743	Cancer Center of Carolinas	84307	Jones, Norman	-	-	-	-	-	-	-	0%
278599	Cancer Centers of the Carolinas	84307	Jones, Norman	20,687	3,885	7,771	6,820	39,163	9,259	6,020	-35%
280917	Cancer Centers of Carolinas	84307	Jones, Norman	36,270	39,659	29,181	28,937	134,047	15,810	6,296	-60%
281951	Cancer Center of the Carolinas	84307	Jones, Norman	1,943	1,943	3,658	12,512	20,055	-	10,073	1000%
214502	South Florida Oncology Hematology	84402	Zelden, Paul	19,427	17,484	27,197	59,965	124,073	11,656	-	-100%
232632	South Florida Oncology Hematology	84402	Zelden, Paul	51,088	33,067	43,503	60,098	187,756	6,820	21,089	209%
221387	Myo Min and Myo Thant, M.D.'s	84501	Tjan, Michelle	3,885	-	25,296	12,432	41,614	3,885	13,063	236%
214340	Minford, Koutrelakos, and Knight, M.D.S	84502	Brandes, Seth	15,541	6,324	18,290	23,005	63,160	3,885	-	-100%
221702	Maryland Oncology	84502	Brandes, Seth	5,105	20,419	15,314	7,279	48,116	1,943	1,259	-35%
225494	Sam Zyglar, M.D., P.A.	84502	Brandes, Seth	13,867	5,828	-	1,219	20,915	8,763	9,285	6%
225893	Flavio Kruter, M.D.	84502	Brandes, Seth	35,505	36,683	35,009	59,979	167,177	13,867	14,322	3%
227945	Schwartz, Barr, Burrell and Malik, M.D.'s	84504	Endler, Edward (Ned)	3,162	2,439	1,219	1,219	8,039	-	1,259	100%
275947	Myo Min and Myo Thant, M.D.'s	84505	Wells, Brian	5,105	8,535	3,658	-	17,298	-	2,518	1000%
227087	Loudoun Cancer Care Center	84506	McLucas, Beatrice	-	4,877	4,877	2,479	12,233	-	-	0%
232361	Fairfax-Prince William Hematology-Oncolog	84506	McLucas, Beatrice	130,469	41,458	21,948	27,224	221,099	40,238	7,555	-81%
214323	Schwartz, Barr and Silver, P.C.	84507	Bragg, Deborah	1,943	1,219	1,219	-	4,381	1,943	-	-100%
275055	Schwartz, Barr, Burrell and Malik, M.D.'s	84507	Bragg, Deborah	5,601	1,219	7,316	6,176	20,312	1,219	2,518	107%
226820	Medical Center East Cancer Center/ Birming	84601	Eddins, J. Patrick	6,324	5,105	-	-	11,429	1,219	-	-100%
276102	Gadsden Regional Cancer Center	84601	Eddins, J. Patrick	9,612	18,103	9,957	-	37,671	2,649	-	-100%
216707	Birmingham Hematology-Oncology	84606	Gunter, Nancy	38,853	42,739	9,713	-	91,305	17,484	-	-100%
230613	Birmingham Hematology Oncology	84606	Gunter, Nancy	15,851	10,974	9,755	-	36,580	1,219	-	-100%

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By ACIS

<u>ACIS</u>	<u>Account Name</u>	<u>Terr#</u>	<u>PSR Name</u>	<u>Q100</u>	<u>Q200</u>	<u>Q300</u>	<u>Q400</u>	<u>2000 TOTAL</u>	<u>2000 YTD*</u>	<u>2001 YTD*</u>	<u>Growth**</u>
214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
235362	Birmingham Hematology-Oncology	84606	Gunter, Nancy	2,439	4,381	-	-	6,820	-	-	0%
236229	Birmingham Hematology Oncology	84606	Gunter, Nancy	1,943	1,219	-	-	3,162	1,943	-	-100%
236284	Birmingham Hematology-Oncology Associa	84606	Gunter, Nancy	40,796	63,384	50,509	-	154,689	9,713	-	-100%
285031	Medical Initiatives Inc.	84606	Gunter, Nancy	-	-	158,926	162,953	321,879	-	37,141	1000%
<b>84000</b>	<b>Region TOTAL:</b>			<b>\$ 1,091,160</b>	<b>\$ 1,236,567</b>	<b>\$ 1,351,822</b>	<b>\$ 1,252,556</b>	<b>\$ 4,932,104</b>	<b>\$ 379,609</b>	<b>\$ 445,977</b>	<b>17%</b>
229431	Oncology Hematology Association	85102	Cover, Bruce	1,219	1,943	1,219	-	4,381	1,219	-	-100%
231657	Oncology-Hematology Association	85102	Cover, Bruce	-	-	-	-	-	-	-	0%
232035	Oncology/Hematology Association - Johnst	85102	Cover, Bruce	15,810	17,257	26,019	13,579	72,665	6,324	4,525	-28%
275286	Oncology Hematology Association	85102	Cover, Bruce	14,859	56,689	15,087	6,428	93,062	-	1,259	100%
277075	Oncology Hematology Association, P.C. - S	85102	Cover, Bruce	2,439	9,259	3,162	1,943	16,802	-	-	0%
278597	Oncology Hematology Association, P.C. - G	85102	Cover, Bruce	-	-	-	-	-	-	-	0%
281745	Oncology Hematology Association	85102	Cover, Bruce	6,324	1,943	3,885	-	12,152	-	-	0%
235786	Oncology Hematology Association, P.C. - F	85103	Arnstein, Kenneth	13,599	-	12,875	4,013	30,487	7,771	2,007	-74%
278598	Oncology Hematology Associates, P.C. - N	85103	Arnstein, Kenneth	34,596	34,782	44,268	40,754	154,400	16,079	19,594	22%
281089	Oncology Hematology Associates	85103	Arnstein, Kenneth	3,885	-	1,943	3,949	9,777	1,943	2,518	30%
219163	Oncology-Hematology Associates, P.C. - W	85104	Romano, Jeffrey	3,162	5,828	19,427	7,834	36,251	1,219	2,007	65%
231941	Shadyside Medical Associates	85104	Romano, Jeffrey	-	-	6,324	34,600	40,924	-	-	0%
216206	Oncology-Hematology Associates, P.C.	85105	Nedzesky, Michael	283,547	268,501	277,719	241,335	1,071,102	102,135	73,554	-28%
226603	Oncology-Hematology Associates, P.C.	85105	Nedzesky, Michael	8,535	11,925	13,413	-	33,873	2,439	-	-100%
229350	Medical Group Associates	85105	Nedzesky, Michael	3,162	-	-	-	3,162	3,162	-	-100%
230065	Oncology-Hematology Associates, P.C. - B	85105	Nedzesky, Michael	-	7,047	8,990	23,759	39,796	-	10,544	1000%
230085	Oncology-Hematology Associates, P.C.	85105	Nedzesky, Michael	11,656	9,713	11,429	5,105	37,903	1,943	5,272	171%
230308	Oncology Hematology Association	85105	Nedzesky, Michael	19,427	8,039	8,535	9,614	45,615	3,885	3,266	-16%
278595	Oncology Hematology Associates, P.C. - C	85105	Nedzesky, Michael	-	-	4,381	-	4,381	-	2,007	100%
278596	Oncology Hematology Associates, P.C. - O	85105	Nedzesky, Michael	-	-	-	-	-	-	4,013	400%
216639	Oncology-Hematology Associates	85106	Sherer, Stephen	77,914	76,467	89,384	36,024	279,788	19,241	35,452	84%
235317	Medical Associates of Southwest Virginia	85106	Sherer, Stephen	6,097	8,535	23,126	21,689	59,447	2,439	1,259	-48%
281647	Oncology Hematology Associates of Southv	85106	Sherer, Stephen	4,877	7,316	-	1,943	14,136	2,439	-	-100%
229787	Dayton Oncology Hematology Consultants	85306	Sherman, Gary	39,887	56,957	28,913	55,751	181,507	3,658	-	-100%
235450	Dayton Oncology Hematology Consultants	85306	Sherman, Gary	-	-	-	-	-	-	-	0%
278589	Dayton Oncology Hematology Consultants -	85306	Sherman, Gary	10,974	-	2,439	1,219	14,632	2,439	-	-100%
214819	Hematology Oncology Associates	85401	Bachir, Olga	12,421	28,231	57,412	61,684	159,747	3,162	6,020	90%
219517	Hematology/Oncology Associates	85401	Bachir, Olga	5,828	10,705	13,640	6,176	36,350	-	-	0%
229298	Hematology Oncology Associates - Oak Pai	85401	Bachir, Olga	-	-	1,943	1,219	3,162	-	-	0%
229646	Medical Hematology Oncology Associates	85401	Bachir, Olga	40,837	25,296	22,403	20,419	108,955	7,771	8,026	3%
214805	North Suburban Medical Consultants	85404	Arriazola, Pamela	13,599	3,885	5,828	7,111	30,423	3,885	2,007	-48%
216909	North Shore Hematology and Oncology Ass	85404	Arriazola, Pamela	63,054	67,125	47,699	37,655	215,534	12,421	28,644	131%
217078	Hematology-Oncology Associates	85406	Epperson, Mark	4,877	3,658	2,439	2,518	13,492	-	-	0%
217105	Northwest Medical Specialists	85406	Epperson, Mark	85,518	54,209	60,037	50,601	250,365	28,417	19,318	-32%
275503	Northwest Medical Specialists	85409	Reinle, Michael	3,885	7,543	-	1,943	13,371	-	1,259	100%

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**US Oncology Contracted Customers****Net Chargeback and Direct Sales**

By ACIS

<u>ACIS</u>	<u>Account Name</u>	<u>Terr#</u>	<u>PSR Name</u>	<u>Q100</u>	<u>Q200</u>	<u>Q300</u>	<u>Q400</u>	<u>2000 TOTAL</u>	<u>2000 YTD*</u>	<u>2001 YTD*</u>	<u>Growth**</u>
214237	Capital District Hematology-Oncology Assor	81501	Abrahamson, Janet	7,771	10,705	13,371	10,249	42,096	1,943	2,518	30%
285145	Hematology Oncology Association of Illinois	85409	Reinle, Michael	-	-	1,219	14,414	15,633	-	13,298	1000%
218165	Oncology-Hematology Associates - South	85507	Higgs, Debra	13,599	9,713	3,885	9,841	37,038	3,885	-	-100%
218167	Oncology-Hematology Associates	85507	Higgs, Debra	38,853	64,108	56,337	74,715	234,013	3,885	18,059	365%
228102	Oncology and Hematology Associates	85507	Higgs, Debra	5,828	3,885	3,885	5,892	19,490	-	-	0%
229449	Oncology Hematology Associates	85507	Higgs, Debra	-	5,828	-	-	5,828	-	-	0%
284928	Oncology and Hematology Associates	85507	Higgs, Debra	-	-	15,541	5,956	21,497	-	-	0%
<b>85000</b>	<b>Region TOTAL:</b>			<b><u>\$ 850,268</u></b>	<b><u>\$ 866,388</u></b>	<b><u>\$ 894,805</u></b>	<b><u>\$ 809,681</u></b>	<b><u>\$ 3,421,141</u></b>	<b><u>\$ 241,759</u></b>	<b><u>\$ 263,906</u></b>	<b>9%</b>
<b>US ONCOLOGY TOTAL:</b>				<b><u>\$ 5,830,601</u></b>	<b><u>\$ 6,379,486</u></b>	<b><u>\$ 6,728,315</u></b>	<b><u>\$ 6,496,099</u></b>	<b><u>\$ 25,434,501</u></b>	<b><u>\$ 1,731,660</u></b>	<b><u>\$ 2,317,134</u></b>	<b>34%</b>

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**US Oncology Contracted Customer Product Mix**

By ACIS

Acis #	Account Name	Terr #	PSR Name	300 mcg Product Total			480 mcg Product Total			% 480 mcg
				2000 Total	2000 YTD*	2001 YTD*	2000 Total	2000 YTD*	2001 YTD*	
214237	Capital District Hematology-Oncology Associa	81501	Abrahamson, Janet	9	0	2	16	1	0	0%
214239	Quinmed, Inc., Db: Riverview Cancer Care M	81501	Abrahamson, Janet	14	2	0	19	0	2	100%
216398	Amsterdam Community Cancer Program	81501	Abrahamson, Janet	63	0	9	4	0	0	0%
216596	Capital District Hematology-Oncology Associa	81501	Abrahamson, Janet	0	0	0	76	2	11	100%
216598	The Albany Regional Cancer Center	81501	Abrahamson, Janet	36	5	2	18	3	2	50%
231414	Riverview Cancer Care Medical Associates	81501	Abrahamson, Janet	4	0	0	6	1	0	0%
231672	Northeastern New York Regional Cancer Care	81501	Abrahamson, Janet	82	3	6	49	2	0	0%
274985	Northeastern New York Regional Cancer Care	81501	Abrahamson, Janet	11	0	0	6	0	0	0%
226724	Catskill Community Cancer Program	81503	Forman, Art	5	1	1	7	0	1	50%
278584	Cavell Cancer Treatment Center	81503	Forman, Art	32	2	3	35	3	7	70%
233112	Interlakes Oncology and Hematology	81504	Sgroi, Kristen	0	0	0	2	0	0	0%
233113	Interlakes Oncology and Hematology, P.C.	81504	Sgroi, Kristen	0	0	1	0	0	0	0%
233114	Interlakes Oncology and Hematology	81504	Sgroi, Kristen	0	0	0	28	6	3	100%
233115	Interlakes Oncology and Hematology	81504	Sgroi, Kristen	2	0	0	3	1	0	0%
219638	Berkshire Hematology Oncology, P.C.	81608	Federico, Tony	69	3	4	63	5	8	67%
225556	Berkshire Hematology Oncology	81608	Federico, Tony	7	0	0	17	4	0	0%
<b>81000</b>	<b>Region TOTAL:</b>			<b><u>334</u></b>	<b><u>16</u></b>	<b><u>28</u></b>	<b><u>349</u></b>	<b><u>28</u></b>	<b><u>34</u></b>	<b>55%</b>
216466	West Texas Cancer Center	82101	Jordan, Elizabeth	11	0	2	24	0	4	67%
230174	Allison Cancer Center	82101	Jordan, Elizabeth	15	2	1	52	4	10	91%
214942	Texas Oncology, P.A.	82102	Smith, Vicki	9	1	0	16	2	2	100%
214948	Texas Oncology, P.A.	82102	Smith, Vicki	58	4	12	46	2	3	20%
216780	Texas Oncology, P.A. Db: North Texas Regir	82102	Smith, Vicki	48	1	8	36	3	5	38%
217044	Texas Oncology, P.A. Db: Texoma Regional	82102	Smith, Vicki	7	1	1	33	4	0	0%
217060	Texas Oncology, P.A. Db: Paris Regional Ca	82102	Smith, Vicki	31	0	8	17	0	2	20%
226289	Texas Oncology, P.A.	82102	Smith, Vicki	23	1	0	14	4	1	100%
227706	Texoma Cancer Center of Denison	82102	Smith, Vicki	0	0	0	3	1	0	0%
214943	Texas Oncology, P.A.	82103	Robinson, Shawn	0	0	0	0	0	0	0%
214955	Tyler Cancer Center/Texas Oncology, P.A.	82103	Robinson, Shawn	43	5	1	124	13	11	92%
219689	Texas Cancer Center - Mesquite	82103	Robinson, Shawn	52	6	3	27	0	2	40%
219691	Longview Cancer Center	82103	Robinson, Shawn	111	11	14	0	0	0	0%
225864	Texas Oncology, P.A.	82103	Robinson, Shawn	0	0	0	1	0	0	0%
226290	Texas Oncology, P.A.	82103	Robinson, Shawn	27	2	3	154	5	19	86%
228607	Texas Oncology, P.A. - Sammons Cancer Cer	82103	Robinson, Shawn	140	3	7	163	3	7	50%
230982	Texas Cancer Center - South Dallas	82103	Robinson, Shawn	60	2	3	52	6	2	40%
285894	Texas Oncology P.A. Corsica	82103	Robinson, Shawn	0	0	1	0	0	1	50%
233017	Texas Oncology, P.A.	82104	Kyle, Steven	30	1	0	40	0	1	100%
233672	Texas Oncology	82104	Kyle, Steven	2	2	0	0	0	0	0%
234553	Texas Oncology, P.A.	82104	Kyle, Steven	5	0	0	3	0	0	0%
224941	Southwestern New Mexico Oncology Llc	82105	Granillo, Raul	31	3	0	34	5	0	0%
234966	El Paso Cancer Treatment Center East - Texa	82105	Granillo, Raul	38	6	1	17	3	1	50%
275087	El Paso Cancer Treatment Center	82105	Granillo, Raul	19	2	2	7	1	1	33%
214958	Texas Oncology, P.A.	82106	Knautz, Geoff	6	0	0	3	0	0	0%
216783	Texas Cancer Center - Fort Worth	82106	Knautz, Geoff	0	0	0	8	0	0	0%

\*YTD is through Jan 31.

f/n: US Oncology 1\_01.xls, Vial

Data Source: Chargeback + Direct Sales

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By ACIS

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				2000 Total	2000 YTD*	2001 YTD*	2000 Total	2000 YTD*	2001 YTD*	
216804	Texas Oncology, P.A.	82106	Knautz, Geoff	0	0	0	1	0	0	0%
217023	Texas Oncology, P.A. Db: Mid-Cities Oncology	82106	Knautz, Geoff	4	1	1	0	0	1	50%
221172	Texas Oncology, P.A.	82106	Knautz, Geoff	24	4	2	56	3	3	60%
225619	Texas Oncology, P.A.	82106	Knautz, Geoff	2	0	0	14	6	0	0%
225761	Texas Oncology, P.A. Db: Mid-Cities Oncology	82106	Knautz, Geoff	30	3	0	7	0	2	100%
226060	Texas Oncology, P.A.	82106	Knautz, Geoff	28	0	0	48	7	0	0%
226292	Texas Oncology, P.A.	82106	Knautz, Geoff	12	1	3	6	2	0	0%
231998	Texas Oncology, P.A.	82106	Knautz, Geoff	0	0	0	0	0	0	0%
232264	Texas Cancer Center South	82106	Knautz, Geoff	36	0	4	38	4	5	56%
232967	Texas Cancer Center	82106	Knautz, Geoff	25	2	2	5	0	0	0%
235196	Texas Oncology	82106	Knautz, Geoff	2	0	0	0	0	0	0%
235499	Texoma Cancer Center	82106	Knautz, Geoff	18	0	1	55	5	6	86%
282164	Texas Oncology, P.A.	82106	Knautz, Geoff	8	0	3	39	0	3	50%
285951	Texas Oncology P.A. of Denton	82106	Knautz, Geoff	1	0	0	1	0	0	0%
220086	Cancer Care Associates - Integris Baptist Cancer Center	82107	Hampton, Jeanne	13	0	0	140	1	11	100%
224525	Cancer Care Associates - Norman Campus	82107	Hampton, Jeanne	23	2	0	32	1	0	0%
225309	Cancer Care Associates - Mercy Campus	82107	Hampton, Jeanne	41	3	3	13	1	2	40%
233111	Cancer Care Associates - Shawnee Campus	82107	Hampton, Jeanne	3	0	0	22	2	0	0%
234875	Cancer Care Associates - Duncan Campus	82107	Hampton, Jeanne	10	0	0	11	0	0	0%
278590	Cancer Care Associates - Hefner Pointe Campus	82107	Hampton, Jeanne	112	8	5	164	7	20	80%
281088	Cancer Care Associates - Integris Southwest	82107	Hampton, Jeanne	84	2	7	44	2	2	22%
281648	Cancer Care Associates - Ardmore Campus	82107	Hampton, Jeanne	84	6	5	26	7	5	50%
217034	Cancer Care Associates	82108	Schwier, Jason	51	1	6	49	0	4	40%
228549	Cancer Care Associates - Stillwater	82108	Schwier, Jason	8	0	2	6	0	0	0%
228605	Cancer Care Associates- Bartlesville	82108	Schwier, Jason	1	0	0	6	0	2	100%
233821	Cancer Care Associates - Enid	82108	Schwier, Jason	3	0	0	6	1	0	0%
234872	Cancer Care Associates	82108	Schwier, Jason	1	0	0	4	2	0	0%
278591	Cancer Care Associates - Mingo	82108	Schwier, Jason	20	2	0	21	0	3	100%
278615	Cancer Care Associates	82108	Schwier, Jason	23	0	2	43	2	2	50%
281952	Cca Mcalester	82108	Schwier, Jason	8	0	1	2	0	1	50%
214951	Texas Oncology, P.A.	82109	Grayson, James	2	1	0	73	5	12	100%
223441	Southwest Regional Cancer Center	82201	Gonzalez, Alberto	7	2	1	15	2	0	0%
223545	Southwest Regional Cancer Center	82201	Gonzalez, Alberto	98	5	17	121	6	11	39%
225629	Southwest Regional Cancer Center/Central Texas	82201	Gonzalez, Alberto	26	1	1	23	5	1	50%
228554	Texas Oncology, P.A.	82201	Gonzalez, Alberto	71	0	2	134	1	8	80%
231658	South Austin Cancer Center	82201	Gonzalez, Alberto	16	2	0	128	16	6	100%
231997	Texas Oncology, P.A.	82201	Gonzalez, Alberto	0	0	0	0	0	0	0%
215023	South Texas Cancer Center	82202	Valladares, Cris	11	2	0	130	13	12	100%
220087	Texas Oncology, P.A. Db: Valley Oncology Center	82202	Valladares, Cris	32	0	0	32	0	0	0%
230907	South Texas Cancer Center	82202	Valladares, Cris	18	0	2	7	1	0	0%
235271	Valley Oncology, P.A.	82202	Valladares, Cris	0	0	0	0	0	0	0%
235947	South Texas Cancer Center, Db: Valley Oncology Center	82202	Valladares, Cris	0	0	0	0	0	0	0%
226474	Lawrence Foote, M.D.	82203	Guin, Larry	4	0	0	5	0	0	0%
277662	Texas Oncology, P.A.	82203	Guin, Larry	0	0	0	10	0	0	0%
225755	United States Oncology Db: Texas Oncology	82204	Badon, Ty	0	0	0	6	0	2	100%

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				2000 Total	2000 YTD*	2001 YTD*	2000 Total	2000 YTD*	2001 YTD*	
230981	Texas Oncology, P.A.	82204	Badon, Ty	2	0	0	78	5	8	100%
224532	Philip Cimo, M.D.	82205	Rawlins, Kimberly	2	2	0	0	0	0	0%
235270	Texas Oncology, P.A.	82205	Rawlins, Kimberly	10	2	1	2	1	0	0%
226495	Texas Oncology, P.A.	82206	Hendrix, Holley	99	2	1	64	4	1	50%
230570	Texas Oncology	82206	Hendrix, Holley	12	0	0	3	1	0	0%
234777	Hemonc Physician Enterprise	82206	Hendrix, Holley	4	0	0	2	1	0	0%
225272	Texas Oncology P.A. Deke Slayton Cancer C	82206	Varacek, Timothy	5	0	3	0	0	0	0%
217621	Oncology for San Antonio	82207	Flores, Robert	3	0	1	0	0	1	50%
225669	Fred M. Massey, M.D., P.A.	82207	Flores, Robert	0	0	0	0	0	0	0%
232777	Texas Oncology, P.A.	82207	Flores, Robert	2	0	0	2	0	0	0%
278600	Cancer Care Network of South Texas - South	82207	Flores, Robert	15	0	1	7	3	0	0%
215007	San Antonio Tumor and Blood Clinic	82208	Sanchez, Robert	18	0	3	10	0	1	25%
215011	San Antonio Tumor and Blood Clinic	82208	Sanchez, Robert	20	4	4	120	8	4	50%
219822	Hematology Oncology Associates	82208	Sanchez, Robert	35	8	2	241	11	18	90%
229054	Southwest Regional Cancer Center	82208	Sanchez, Robert	40	3	3	5	0	2	40%
231675	Texas Oncology, P.A.	82208	Sanchez, Robert	4	0	0	37	6	4	100%
233127	San Antonio Tumor and Blood Clinic	82208	Sanchez, Robert	3	0	0	5	1	0	0%
235273	Cancer Care Network	82208	Sanchez, Robert	4	1	0	17	2	1	100%
278601	Cancer Care Network of South Texas - Kerrvill	82208	Sanchez, Robert	5	1	1	8	0	0	0%
279064	Texas Oncology, P.A.	82208	Sanchez, Robert	9	0	0	16	2	0	0%
281641	Hematology and Oncology Associates of Sout	82208	Sanchez, Robert	5	0	1	32	0	6	86%
217620	Oncology - Hematology Associates of Kansas	82303	Thomson, Brett	2	1	0	6	1	1	100%
219197	Oncology-Hematology Clinic of Kansas City	82303	Thomson, Brett	9	3	2	8	1	0	0%
219198	Oncology-Hematology Clinic of Kansas City -	82303	Thomson, Brett	6	1	0	0	0	0	0%
231957	Oncology Hematology Associates of Kansas C	82303	Thomson, Brett	24	2	1	56	5	5	83%
231959	Oncology - Hematology Associates of Kansas	82303	Thomson, Brett	25	2	3	6	0	0	0%
278578	Clinical Hematology Oncology - Barry Road	82303	Thomson, Brett	2	0	0	12	0	0	0%
280919	Missouri Cancer Associates	82303	Thomson, Brett	6	0	0	18	2	1	100%
214862	Missouri Cancer Associates	82305	Huck, Todd	13	0	0	47	3	1	100%
219196	Oncology - Hematology Associates of Kansas	82305	Huck, Todd	8	0	0	4	0	0	0%
233141	Cliffview Hematology and Oncology, Llc.	82305	Huck, Todd	4	0	0	15	0	1	100%
274888	Missouri Cancer Association	82305	Huck, Todd	25	0	2	17	0	1	33%
285568	Oncology Hematology Associates	82305	Huck, Todd	1	0	0	1	0	0	0%
216764	Hertzler Clinic	82308	Bullock, John	4	0	0	9	-1	2	100%
216765	Cancer Center of Kansas	82308	Bullock, John	8	0	0	3	0	1	100%
218671	Dodge City Medical Center and Cancer Cente	82308	Bullock, John	8	0	1	15	0	1	50%
219321	Cancer Center of Kansas	82308	Bullock, John	64	0	4	110	0	8	67%
221843	Cancer Center of Kansas	82308	Bullock, John	6	1	0	6	0	1	100%
228103	Cancer Center of Kansas	82308	Bullock, John	6	0	0	6	0	1	100%
228488	Cancer Center of Kansas	82308	Bullock, John	0	0	0	4	3	0	0%
278585	Cancer Center of Kansas - Sumner	82308	Bullock, John	1	0	0	0	0	0	0%
278586	Cancer Center of Kansas - Newton	82308	Bullock, John	4	0	0	3	0	2	100%
281650	Cck - Eureka	82308	Bullock, John	0	0	0	0	0	0	0%
281728	Cancer Center of Kansas - Kingman	82308	Bullock, John	1	1	0	3	1	0	0%
285050	Cancer Center of Kansas	82308	Bullock, John	1	0	1	4	0	1	50%

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				2000 Total	2000 YTD*	2001 YTD*	2000 Total	2000 YTD*	2001 YTD*	
226917	Oncology Associates of Cedar Rapids	82402	Severns, Janice	0	0	1	14	0	1	50%
224020	Minnesota Oncology Hematology, P.A.	82404	Johnson, Vaughn	36	4	0	19	0	0	0%
225383	Minnesota Oncology Hematology, P.A.	82404	Johnson, Vaughn	35	1	3	52	1	3	50%
235500	Minnesota Oncology Hematology, P.A.	82404	Johnson, Vaughn	67	8	10	53	5	1	9%
216737	Minnesota Oncology Hematology, P.A.	82405	Carroll, Becki	21	3	1	14	1	1	50%
216738	Minnesota Oncology Hematology	82405	Carroll, Becki	20	2	2	14	2	2	50%
232678	Minnesota Oncology Hematology	82405	Carroll, Becki	10	2	0	0	0	0	0%
277493	Minnesota Oncology Hematology, P.A.	82405	Carroll, Becki	1	0	0	1	1	0	0%
215053	Rocky Mountain Cancer Center	82502	Adams, Michael	93	5	10	55	6	18	64%
227597	Rocky Mountain Cancer Centers	82502	Adams, Michael	27	1	0	2	0	0	0%
233107	Rocky Mountain Cancer Center	82502	Adams, Michael	3	0	0	2	0	1	100%
278574	Rocky Mountain Cancer Center-Northern Colo	82502	Adams, Michael	34	7	5	44	3	10	67%
285950	Rocky Mountain Cancer Care	82502	Adams, Michael	1	0	0	1	0	0	0%
221863	Rocky Mountain Cancer Center	82503	Hudson, Marshall	84	4	8	38	0	10	56%
233099	Childhood Hematology - Oncology Associates	82503	Hudson, Marshall	0	0	0	0	0	0	0%
280498	Childhood Hematology Oncology Associates	82503	Hudson, Marshall	6	1	0	1	0	0	0%
281774	Rocky Mountain Cancer Center	82503	Hudson, Marshall	1	0	0	1	0	0	0%
216662	Rocky Mountain Cancer Centers-Thornton	82504	Keyworth, Claudia	7	0	0	2	0	0	0%
216664	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	26	5	0	15	3	0	0%
219456	Rocky Mountain Cancer Center - Englewood	82504	Keyworth, Claudia	78	0	0	16	0	5	100%
226712	David Link, M.D.	82504	Keyworth, Claudia	9	0	0	10	0	0	0%
230694	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	19	1	0	29	0	0	0%
231404	Rocky Mountain Cancer Center - West	82504	Keyworth, Claudia	6	0	0	1	0	0	0%
234876	St. Vrain Oncology Hematology Group	82504	Keyworth, Claudia	8	0	0	1	0	0	0%
285264	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	6	0	2	0	0	1	33%
285895	Rocky Mountain Cancer Center	82504	Keyworth, Claudia	0	0	6	1	0	5	45%
281561	Little Rock Hematology Oncology Associates	82603	McGee, James	7	0	2	81	0	1	33%
216457	Arkansas Oncology Associates	82604	Parsons, Bradley	54	5	5	15	6	1	17%
222619	Arkansas Oncology Clinic	82604	Parsons, Bradley	3	1	0	16	2	1	100%

<b>82000</b>	<b>Region TOTAL:</b>		<b><u>2913</u></b>	<b><u>185</u></b>	<b><u>227</u></b>	<b><u>3917</u></b>	<b><u>248</u></b>	<b><u>330</u></b>	<b>59%</b>
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216641	Willamette Valley Cancer Center	83102	Sheehan, Elizabeth	0	0	0	39	0	3	100%
219413	Oncology Associates of Oregon in Partnership	83102	Sheehan, Elizabeth	114	5	4	67	4	5	56%
215316	Oregon Oncology Hematology Group	83103	Palmer, Amy	0	0	0	25	0	2	100%
215318	Health First Medical Group, P.C.	83103	Palmer, Amy	65	1	2	16	0	1	33%
216485	Northwest Cancer Specialists, P.C.	83103	Palmer, Amy	30	3	0	47	4	4	100%
225897	Hematology Clinic, P.C.	83103	Palmer, Amy	47	0	4	8	0	0	0%
225898	Northwest Cancer Specialists - Portland Adve	83103	Palmer, Amy	5	2	0	3	0	2	100%
227474	Pacific Northwest Oncology Associates, P.C.	83103	Palmer, Amy	1	0	0	1	0	0	0%
228196	Hematology Clinic - St. Vincents	83103	Palmer, Amy	0	0	0	1	0	0	0%
278593	Pacific Northwest Oncology Associates, P.C.	83103	Palmer, Amy	35	0	7	5	0	5	42%
285023	Northwest Cancer Specialists	83103	Palmer, Amy	1	0	0	0	0	0	0%
278592	Hematology Clinic - Willamette Falls	83104	Bushnell, David	14	0	0	6	0	0	0%
216241	Puget Sound Cancer Center	83107	Toftshagen, Cherie	210	20	4	114	10	0	0%

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224100	Puget Sound Cancer Center	83107	Toftshagen, Cherie	59	11	6	102	10	14	70%
217069	Cancer Care Northwest	83108	Caterinichio, Teresa	9	4	1	25	1	4	80%
219473	Spokane Oncology and Hematology Associate	83108	Caterinichio, Teresa	12	3	1	4	1	1	50%
226334	Spokane Oncology and Hematology Associate	83108	Caterinichio, Teresa	14	1	1	7	1	0	0%
221754	New Mexico Cancer Care Associates	83501	Eagle, Richard	58	2	3	9	0	4	57%
227098	Southwest Cancer Clinic - Heather Allen M.D.	83502	Carlson, Charles	30	1	0	63	7	0	0%
227291	Southwest Cancer Clinic	83502	Carlson, Charles	123	0	22	353	0	56	72%
229619	Nevada Cancer Center	83502	Carlson, Charles	1	0	0	34	14	0	0%
231778	Southwest Cancer Clinic - Siena Campus	83502	Carlson, Charles	18	1	2	24	1	2	50%
231780	Southwest Cancer Clinic - West	83502	Carlson, Charles	12	2	0	36	0	0	0%
220091	Canon Medical Clinic	83504	Kotecki, Sandra	8	0	5	0	0	1	17%
223854	Hematology Associates	83504	Kotecki, Sandra	96	11	0	152	18	32	100%
229395	Northern Arizona Hematology and Oncology A	83504	Kotecki, Sandra	17	1	0	10	0	1	100%
230647	Northern Arizona Hematology and Oncology A	83504	Kotecki, Sandra	30	3	4	29	10	5	56%
226645	Clinical Hematology-Oncology Associates	83505	Hickey, Victoria	74	4	12	1	0	0	0%
234887	Hematology Associates	83505	Hickey, Victoria	18	0	1	53	2	4	80%
235063	Clinical Hematology Oncology Associates, P.C	83505	Hickey, Victoria	56	3	8	7	1	3	27%
216960	Arizona Oncology Associates	83507	Kaufmann, Brad	41	6	4	62	4	10	71%
224520	Hematology and Oncology Physicians, P.C.	83507	Kaufmann, Brad	111	4	8	116	13	8	50%
228722	Arizona Oncology Associates	83507	Kaufmann, Brad	56	2	10	43	0	5	33%
232961	Arizona Oncology Associates	83507	Kaufmann, Brad	5	0	0	73	10	28	100%
276235	Arizona Oncology Associates	83507	Kaufmann, Brad	2	0	0	1	0	0	0%
276930	The Arizona Oncology Associates	83507	Kaufmann, Brad	28	0	4	15	0	0	0%
278565	Arizona Oncology Associates - Green Valley	83507	Kaufmann, Brad	23	3	0	10	0	0	0%
<b>83000 Region TOTAL:</b>				<b><u>1423</u></b>	<b><u>93</u></b>	<b><u>113</u></b>	<b><u>1561</u></b>	<b><u>111</u></b>	<b><u>200</u></b>	<b><u>64%</u></b>
214455	Ocala Oncology Center, P.A.	84101	Sampl, Timothy	16	3	0	62	7	5	100%
216194	North Florida Hematology and Oncology Asso	84102	Hanks, Don	0	0	0	45	4	0	0%
216882	Hematology-Oncology Associates	84102	Hanks, Don	55	4	10	56	7	4	29%
226137	Marsland and Sullivan, M.D.S, P.A.	84102	Hanks, Don	5	0	1	2	0	2	67%
233770	Hematology-Oncology Associates - Jacksonvi	84102	Hanks, Don	35	2	0	9	0	0	0%
278577	Hematology Oncology Associates	84102	Hanks, Don	3	2	0	16	1	0	0%
227088	Medical Initiatives, Inc.	84107	O'Brien, Michael	179	12	33	556	36	75	69%
234642	Mid Atlantic Consultants in Hematology Oncol	84201	Burnette, Steven	4	0	1	3	0	0	0%
216413	Asheville Hematology and Oncology	84202	Hoke, III, Forney	17	0	2	20	2	2	50%
233661	Regional Hematology Oncology Clinic - Durha	84204	King, Neal	5	0	0	3	0	2	100%
278588	Raleigh Hematology Oncology Clinic - Cary	84204	King, Neal	11	3	3	1	0	0	0%
280801	Raleigh Hematology Oncology	84204	King, Neal	5	0	1	0	0	1	50%
214395	Piedmont Hematology Oncology Associates, F	84205	Hillman, J. Reggie	54	9	0	15	0	0	0%
216637	Triad Hematology Oncology Associates	84205	Hillman, J. Reggie	31	2	2	5	0	0	0%
229080	Piedmont Gyn Oncology	84205	Hillman, J. Reggie	27	0	2	0	0	0	0%
216632	Virginia Oncology	84207	Nicolato, Jamie	25	0	0	54	1	8	100%
217128	Hematology-Oncology Consultants of Tidewat	84207	Nicolato, Jamie	11	0	0	11	0	0	0%
223951	Williamsburg Hematology Oncology	84207	Nicolato, Jamie	0	0	0	33	1	0	0%

\*YTD is through Jan 31.

f/n: US Oncology 1\_01.xls, Vial

Data Source: Chargeback + Direct Sales

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**US Oncology Contracted Customer Product Mix**

By ACIS

Acis #	Account Name	Terr #	PSR Name	300 mcg Product Total			480 mcg Product Total			% 480 mcg
				2000 Total	2000 YTD*	2001 YTD*	2000 Total	2000 YTD*	2001 YTD*	
228279	Hematology-Oncology Consultants of Tidewater	84207	Nicolato, Jamie	31	1	0	22	2	4	100%
234898	Virginia Oncology Associates	84207	Nicolato, Jamie	10	1	0	12	1	0	0%
278602	Mid Atlantic Consultants in Hematology Oncol	84207	Nicolato, Jamie	166	9	6	133	10	8	57%
278604	Mid Atlantic Consultants in Hematology Oncol	84207	Nicolato, Jamie	10	0	0	21	2	1	100%
282178	Mid Atlantic Consultants and Hematology Onc	84207	Nicolato, Jamie	4	0	0	8	0	0	0%
219856	Raleigh Hematology Oncology Associates	84209	Stutts, Randy	3	2	0	77	11	6	100%
231881	Greenville Cancer Centers - Seneca	84307	Jones, Norman	1	0	0	1	0	0	0%
232743	Cancer Center of Carolinas	84307	Jones, Norman	0	0	0	0	0	0	0%
278599	Cancer Centers of the Carolinas	84307	Jones, Norman	13	6	0	12	1	3	100%
280917	Cancer Centers of Carolinas	84307	Jones, Norman	49	5	5	38	5	0	0%
281951	Cancer Center of the Carolinas	84307	Jones, Norman	13	0	8	2	0	0	0%
214502	South Florida Oncology Hematology	84402	Zelden, Paul	2	0	0	62	6	0	0%
232632	South Florida Oncology Hematology	84402	Zelden, Paul	42	4	4	69	1	8	67%
221387	Myo Min and Myo Thant, M.D.'s	84501	Tjan, Michelle	18	0	4	10	2	4	50%
214340	Minford, Koutrelakos, and Knight, M.D.S	84502	Brandes, Seth	26	0	0	16	2	0	0%
221702	Maryland Oncology	84502	Brandes, Seth	9	0	1	19	1	0	0%
225494	Sam Zyglar, M.D., P.A.	84502	Brandes, Seth	6	4	1	7	2	4	80%
225893	Flavio Kruter, M.D.	84502	Brandes, Seth	36	5	5	63	4	4	44%
227945	Schwartz, Barr, Burrell and Malik, M.D.'s	84504	Endler, Edward (Ned)	5	0	1	1	0	0	0%
275947	Myo Min and Myo Thant, M.D.'s	84505	Wells, Brian	11	0	2	2	0	0	0%
227087	Loudoun Cancer Care Center	84506	McLucas, Beatrice	10	0	0	0	0	0	0%
232361	Fairfax-Prince William Hematology-Oncology	84506	McLucas, Beatrice	181	33	6	0	0	0	0%
214323	Schwartz, Barr and Silver, P.C.	84507	Bragg, Deborah	2	0	0	1	1	0	0%
275055	Schwartz, Barr, Burrell and Malik, M.D.'s	84507	Bragg, Deborah	15	1	2	1	0	0	0%
226820	Medical Center East Cancer Center/ Birmingh	84601	Eddins, J. Patrick	3	1	0	4	0	0	0%
276102	Gadsden Regional Cancer Center	84601	Eddins, J. Patrick	28	2	0	0	0	0	0%
216707	Birmingham Hematology-Oncology	84606	Gunter, Nancy	0	0	0	47	9	0	0%
230613	Birmingham Hematology Oncology	84606	Gunter, Nancy	30	1	0	0	0	0	0%
235362	Birmingham Hematology-Oncology	84606	Gunter, Nancy	4	0	0	1	0	0	0%
236229	Birmingham Hematology Oncology	84606	Gunter, Nancy	1	0	0	1	1	0	0%
236284	Birmingham Hematology-Oncology Associate	84606	Gunter, Nancy	1	0	0	79	5	0	0%
285031	Medical Initiatives Inc.	84606	Gunter, Nancy	52	0	4	132	0	16	80%
<b>84000</b>	<b>Region TOTAL:</b>			<b>1265</b>	<b>112</b>	<b>104</b>	<b>1732</b>	<b>125</b>	<b>157</b>	<b>60%</b>
229431	Oncology Hematology Association	85102	Cover, Bruce	2	1	0	1	0	0	0%
231657	Oncology-Hematology Association	85102	Cover, Bruce	0	0	0	0	0	0	0%
232035	Oncology/Hematology Association - Johnstow	85102	Cover, Bruce	18	2	2	26	2	1	33%
275286	Oncology Hematology Association	85102	Cover, Bruce	38	0	1	24	0	0	0%
277075	Oncology Hematology Association, P.C. - Son	85102	Cover, Bruce	9	0	0	3	0	0	0%
278597	Oncology Hematology Association, P.C. - Gre	85102	Cover, Bruce	0	0	0	0	0	0	0%
281745	Oncology Hematology Association	85102	Cover, Bruce	2	0	0	5	0	0	0%
235786	Oncology Hematology Association, P.C. - Frai	85103	Arnstein, Kenneth	1	0	0	15	4	1	100%
278598	Oncology Hematology Associates, P.C. - New	85103	Arnstein, Kenneth	64	10	6	39	2	6	50%
281089	Oncology Hematology Associates	85103	Arnstein, Kenneth	0	0	2	5	1	0	0%

\*YTD is through Jan 31.

f/n: US Oncology 1\_01.xls, Vial

Data Source: Chargeback + Direct Sales

2/9/2001

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**US Oncology Contracted Customer Product Mix**

By ACIS

Acis #	Account Name	Terr #	PSR Name	300 mcg Product Total			480 mcg Product Total			% 480 mcg
				2000 Total	2000 YTD*	2001 YTD*	2000 Total	2000 YTD*	2001 YTD*	
219163	Oncology-Hematology Associates, P.C. - Was	85104	Romano, Jeffrey	1	1	0	18	0	1	100%
231941	Shadyside Medical Associates	85104	Romano, Jeffrey	12	0	0	13	0	0	0%
216206	Oncology-Hematology Associates, P.C.	85105	Nedzesky, Michael	283	28	14	372	35	27	66%
226603	Oncology-Hematology Associates, P.C.	85105	Nedzesky, Michael	23	2	0	3	0	0	0%
229350	Medical Group Associates	85105	Nedzesky, Michael	1	1	0	1	1	0	0%
230065	Oncology-Hematology Associates, P.C. - Bea	85105	Nedzesky, Michael	2	0	2	19	0	4	67%
230085	Oncology-Hematology Associates, P.C.	85105	Nedzesky, Michael	4	0	1	17	1	2	67%
230308	Oncology Hematology Association	85105	Nedzesky, Michael	15	0	1	14	2	1	50%
278595	Oncology Hematology Associates, P.C. - Cran	85105	Nedzesky, Michael	2	0	0	1	0	1	100%
278596	Oncology Hematology Associates, P.C. - Ohio	85105	Nedzesky, Michael	0	0	0	0	0	2	100%
216639	Oncology-Hematology Associates	85106	Sherer, Stephen	143	11	17	54	3	7	29%
235317	Medical Associates of Southwest Virginia	85106	Sherer, Stephen	23	2	1	16	0	0	0%
281647	Oncology Hematology Associates of Southwe	85106	Sherer, Stephen	10	2	0	1	0	0	0%
229787	Dayton Oncology Hematology Consultants	85306	Sherman, Gary	62	3	0	54	0	0	0%
235450	Dayton Oncology Hematology Consultants	85306	Sherman, Gary	0	0	0	0	0	0	0%
278589	Dayton Oncology Hematology Consultants - M	85306	Sherman, Gary	12	2	0	0	0	0	0%
214819	Hematology Oncology Associates	85401	Bachir, Olga	62	1	0	43	1	3	100%
219517	Hematology/Oncology Associates	85401	Bachir, Olga	17	0	0	8	0	0	0%
229298	Hematology Oncology Associates - Oak Park	85401	Bachir, Olga	1	0	0	1	0	0	0%
229646	Medical Hematology Oncology Associates	85401	Bachir, Olga	32	0	0	36	4	4	100%
214805	North Suburban Medical Consultants	85404	Arriazola, Pamela	1	0	0	15	2	1	100%
216909	North Shore Hematology and Oncology Assoc	85404	Arriazola, Pamela	87	7	10	56	2	8	44%
217078	Hematology-Oncology Associates	85406	Epperson, Mark	11	0	0	0	0	0	0%
217105	Northwest Medical Specialists	85406	Epperson, Mark	39	1	1	104	14	9	90%
275503	Northwest Medical Specialists	85409	Reinle, Michael	3	0	1	5	0	0	0%
285145	Hematology Oncology Association of Illinois	85409	Reinle, Michael	3	0	1	6	0	6	86%
218165	Oncology-Hematology Associates - South	85507	Higgs, Debra	0	0	0	19	2	0	0%
218167	Oncology-Hematology Associates	85507	Higgs, Debra	0	0	0	120	2	9	100%
228102	Oncology and Hematology Associates	85507	Higgs, Debra	0	0	0	10	0	0	0%
229449	Oncology Hematology Associates	85507	Higgs, Debra	0	0	0	3	0	0	0%
284928	Oncology and Hematology Associates	85507	Higgs, Debra	0	0	0	11	0	0	0%
<b>85000</b>	<b>Region TOTAL:</b>			<b><u>983</u></b>	<b><u>74</u></b>	<b><u>60</u></b>	<b><u>1138</u></b>	<b><u>78</u></b>	<b><u>93</u></b>	<b>61%</b>
<b>US ONCOLOGY TOTAL:</b>				<b><u>6918</u></b>	<b><u>480</u></b>	<b><u>532</u></b>	<b><u>8697</u></b>	<b><u>590</u></b>	<b><u>814</u></b>	<b>60%</b>

\*YTD is through Jan 31.

f/n: US Oncology 1\_01.xls, Vial

Data Source: Chargeback + Direct Sales

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B. Hazelton



# **Exhibit 8**

## 2005 USON Aranesp Market Share

	WAC Dollars		Market Share	
	Aranesp	Procrit	Aranesp	Procrit
Jan-04	\$22,610,920	\$5,864,330	79.4%	20.6%
Feb-04	\$24,726,927	\$4,580,627	84.4%	15.6%
Mar-04	\$30,430,560	\$5,193,821	85.4%	14.6%
Apr-04	\$29,689,282	\$4,332,352	87.3%	12.7%
May-04	\$33,103,805	\$4,316,651	88.5%	11.5%
Jun-04	\$35,414,617	\$4,198,726	89.4%	10.6%
Jul-04	\$30,503,952	\$3,830,389	88.8%	11.2%
Aug-04	\$37,950,134	\$4,186,864	90.1%	9.9%
Sep-04	\$36,478,174	\$3,618,598	91.0%	9.0%
Oct-04			#DIV/0!	#DIV/0!
Nov-04			#DIV/0!	#DIV/0!
Dec-04			#DIV/0!	#DIV/0!
<b>Total</b>	<b>\$280,908,371</b>	<b>\$ 40,122,357</b>	<b>87.50%</b>	<b>12.5%</b>



## Aranesp Market Share Summary

For Period: Jan-05

Dollars		Market Share (\$)
ARANESP	PROCIT	Aranesp
22,610,920	5,864,330	79.4%
Grand Total		\$28,475,250

Parent	Account	Region	Heading	Street	Aranesp	Procrit	Mkt Share %
AR - Arkansas Oncology Associates Total		Central			\$208,901	\$52,014	80%
IL - Hematology Oncology Associates of Illinois Total		Central			\$333,985	\$39,846	89%
IL - NW Medical Specialists Total		Central			\$324,928	\$8,533	97%
IN - Central Indiana Cancer Centers Total		Central			\$293,059	\$14,100	95%
MN - Minnesota Oncology Hematology Total		Central			\$662,929	\$191,146	78%
MO - Arch Medical Services, Inc. Total		Central			\$219,154	\$51,272	81%
MO - Missouri Cancer Associates Total		Central			\$121,752	\$22,780	84%
MO - Missouri Hematology Oncology Total		Central			\$417,374	\$144,250	74%
OH - Dayton Oncology Hematology Total		Central			\$187,541	\$27,380	87%
TX - CCNST Gynecologic Oncology Division Total		Central			\$33,322	\$0	100%
TX - CCNST Hematology Oncology Associates of South TX Division Total		Central			\$336,975	\$143,284	70%
TX - CCNST San Antonio Tumor & Blood Clinic Total		Central			\$580,992	\$161,958	78%
USON - Corporate Total		Central			\$0	-\$1,410	0%
		<b>Central Total</b>			<b>\$3,720,911</b>	<b>\$855,153</b>	<b>81%</b>
FL - Cancer Centers of Florida Total		East			\$169,342	\$60,845	74%
FL - Florida Cancer Institute Total		East			\$566,894	\$249,614	69%
FL - South Florida Oncology Hematology Consultants Total		East			\$56,390	\$153,451	27%
MD - Flavio Kruter, M.D. Total		East			\$164,045	\$25,970	86%
MD - Maryland Oncology Hematology, P.A. Total		East			\$305,106	\$68,548	82%
NC - Asheville Hematology & Oncology Associates Total		East			\$85,440	\$19,589	81%
NC - Durham Regional Hematology Oncology - Durham Total		East			\$305,021	\$42,739	88%
NC - Raleigh Hematology Oncology Associates Total		East			\$408,830	\$55,800	88%
NY - (MA) Berkshire Hematology Oncology Total		East			\$262,215	\$48,729	84%
NY - New York Hematology Oncology Associates Total		East			\$499,738	\$171,520	74%
NY - Pharmacy - Hudson Total		East			\$0	\$1,781	0%
NY - Rochester Total		East			\$216,078	\$86,225	71%
PA - Venango Oncology Hematology Association Total		East			\$176,006	\$59,064	75%
SC - Cancer Center of the Carolinas Total		East			\$692,918	\$12,466	98%
VA - Fairfax-Prince William Hematology-Oncology Total		East			\$255,466	\$103,808	71%
VA - Oncology and Hematology Associates of SW VA, Inc. Total		East			\$398,150	\$135,973	75%
VA - Virginia Oncology Associates Total		East			\$1,049,202	\$602,441	64%
		<b>East Total</b>			<b>\$5,610,844</b>	<b>\$1,898,563</b>	<b>75%</b>
ARIZONA LEGAL PC Total		West			\$643,107	\$132,608	83%
COLORADO LEGAL PC Total		West			\$686,083	\$80,219	90%
NV - Comprehensive Cancer Centers of Nevada Total		West			\$648,490	\$32,054	95%
OK - Cancer Care Associates Total		West			\$649,771	\$380,954	63%
OR - Northwest Cancer Specialists Total		West			\$790,918	\$237,634	77%
OR - Oncology Associates of Oregon Total		West			\$166,608	\$5,342	97%
TX - Texas Oncology PA Total		West			\$5,063,344	\$1,322,097	79%
WA - Spokane Oncology/Hematology Association Total		West			\$116,198	\$16,027	88%
WA - Washington Cancer Centers Total		West			\$296,818	\$30,942	91%
		<b>West Total</b>			<b>\$9,061,337</b>	<b>\$2,237,879</b>	<b>80%</b>
AR - Little Rock Hematology Associates Total		SL			\$257,174	\$76,872	77%
CA - Alice C. Reier, MD Total		SL			\$15,379	\$0	100%
CA - Buena Ventura Medical Group, Inc. Total		SL			\$5,126	\$0	100%
CA - Camino Medical Group Total		SL			\$173,698	\$7,123	96%
CA - Cancer Associates of Monterey Peninsula - Monterey	Total	SL			\$225,903	\$23,150	91%
CA - Facey Medical Foundation Total		SL			\$75,187	\$1,781	98%
CA - Larry G. Strieff, MD Total		SL			\$10,253	\$3,562	74%
CA - Sacramento Center for Hematology & Medical Oncology Total		SL			\$150,802	\$31,725	83%
CA - Valley Medical Oncology Consultants Total		SL			\$152,083	\$85,813	64%
FL - Melbourne Internal Medicine Associates Total		SL			\$13,670	\$0	100%
IA - Iowa Cancer Care Total		SL			\$132,518	\$1,781	99%
ID - Oncology Hematology Specialists Total		SL			\$39,302	\$0	100%
IL - Advanced Care & Treatment Medical Group, SC - Rockford	Total	SL			\$124,571	\$3,562	97%
IL - Edwards Kaplan, MD & Associates Total		SL			\$70,061	\$0	100%
IL - Midwest Center for Hematology/Oncology, SC - Joliet Total		SL			\$56,390	\$1,781	97%
IL - Progressive Care Total		SL			\$44,429	\$0	100%
MD - Associates in Oncology-Hematology Total		SL			\$331,507	\$29,532	92%
MD - Hematology-Oncology Consultants Total		SL			\$249,485	\$82,810	75%
MN - Mankato Clinic, Ltd - Mankato Total		SL			\$21,702	\$15,656	58%
MO - Hannibal Clinic, Inc. - Hannibal	Total	SL			\$22,044	\$3,896	85%
MO - Robert Carter MD, PC Total		SL			\$14,525	\$16,696	47%
MT - Great Falls Clinic Total		SL			\$44,002	\$15,954	73%
NC - Piedmont Hematology Oncology Associates Total		SL			\$582,188	\$49,418	92%
NE - Midlands Regional Cancer Center Total		SL			\$7,690	\$0	100%
NE - Oncology Hematology West Total		SL			\$150,118	\$184,832	45%
NM - New Mexico Cancer Care Associates P.C. Total		SL			\$124,400	\$0	100%
NV - Alpine Hematology Total		SL			\$41,011	\$16,325	72%
OK - Cancer Treatment Center of Oklahoma - Midwest City Total		SL			\$56,390	\$39,178	59%
SC - Cancer Treatment Center Total		SL			\$39,302	\$0	100%
TN - Crossville Medical Oncology Total		SL			\$31,613	\$33,762	48%
TN - Midsouth Cancer Center Total		SL			\$31,186	\$0	100%
TX - CTOA LEGAL PC Total		SL			\$761,099	\$119,850	86%
WA - Medical Oncology Associates Total		SL			\$20,933	\$0	100%
WV - Beckley Oncology Associates	Total	SL			\$121,581	\$9,572	93%
WV - Greenbrier Oncology Clinic Total		SL			\$20,506	\$18,106	53%
		<b>SL Total</b>			<b>\$4,217,828</b>	<b>\$872,735</b>	<b>83%</b>
		<b>USON Total</b>			<b>\$22,610,920</b>	<b>\$5,864,330</b>	<b>79%</b>



## Aranesp Market Share Summary

For Period: Feb-05

Dollars		Market Share (\$)
ARANESP	PROCIT	Aranesp
24,726,927	4,580,627	84.4%
Grand Total		\$29,307,553

Parent	Account	Region	Heading	Street	Aranesp	Procrit	Mkt Share %
Arch Medical Services, Inc.	Total	Central			\$193,522	\$45,559	81%
Arkansas Oncology Associates, P.A.	Total	Central			\$228,552	\$64,406	78%
Cancer Care Network of South Texas, P.A.	Total	Central			\$1,042,539	\$238,261	81%
Central Indiana Cancer Centers	Total	Central			\$318,264	\$4,230	99%
Dayton Oncology & Hematology, P.A.	Total	Central			\$204,629	\$26,409	89%
Hematology Oncology Associates of Illinois, L.L.C.	Total	Central			\$439,503	\$40,128	92%
Kansas City Oncology & Hematology Group, LLC	Total	Central			\$451,722	\$48,008	90%
Minnesota Oncology Hematology, P.A.	Total	Central			\$650,711	\$137,831	83%
Missouri Cancer Associates	Total	Central			\$106,971	\$29,866	78%
Northwest Medical Specialists, P.C.	Total	Central			\$257,943	\$0	100%
		Central Total			\$3,894,355	\$634,700	86%
Asheville Hematology & Oncology Associates, P.A.	Total	East			\$98,256	\$17,808	85%
Berkshire Hematology Oncology, P.C.	Total	East			\$285,284	\$8,162	97%
Cancer Centers of Florida, P.A.	Total	East			\$238,976	\$18,847	93%
Cancer Centers of North Carolina	Total	East			\$672,413	\$13,505	98%
Cancer Centers Of The Carolinas	Total	East			\$660,878	\$14,246	98%
Durham Regional Hematology Oncology	Total	East			\$324,672	\$42,739	88%
Fairfax-Northern Virginia Hematology-Oncology, P.C.	Total	East			\$332,362	\$19,886	94%
Flavio Kruter, M.D., P.A.	Total	East			\$147,042	\$17,066	90%
Florida Cancer Institute, P.A.	Total	East			\$726,240	\$212,144	77%
Interlakes Oncology Hematology, P.C.	Total	East			\$107,740	\$72,720	60%
Maryland Oncology Hematology, P.A.	Total	East			\$295,537	\$98,466	75%
New York Oncology Hematology, P.C.	Total	East			\$801,256	\$154,825	84%
Oncology & Hematology Associates Of Southwest Virginia, Inc.	Total	East			\$363,974	\$145,211	71%
South Florida Oncology and Hematology Consultants	Total	East			\$208,474	\$88,079	70%
Venango Oncology Hematology Association	Total	East			\$194,803	\$69,973	74%
Virginia Oncology Associates	Total	East			\$1,470,421	\$369,791	80%
		East Total			\$6,928,328	\$1,363,469	84%
Arizona Oncology Associates, P.C.	Total	West			\$1,152,842	\$113,981	91%
Cancer Care Associates	Total	West			\$707,443	\$257,260	73%
Cancer Care Northwest, P.S.	Total	West			\$98,427	\$14,246	87%
Comprehensive Cancer Centers of Nevada	Total	West			\$589,023	\$14,246	98%
Northwest Cancer Specialists, P.C.	Total	West			\$666,518	\$204,504	77%
Oncology Associates of Oregon, P.C.	Total	West			\$143,112	\$0	100%
Rocky Mountain Cancer Centers, LLP	Total	West			\$771,694	\$107,897	88%
Texas Oncology, P.A.	Total	West			\$5,536,168	\$1,183,136	82%
Washington Cancer Centers, P.C.	Total	West			\$294,255	\$22,409	93%
		West Total			\$9,959,482	\$1,917,678	84%
Advanced Care & Treatment Medical Group, SC	Total	SL			\$107,654	\$0	100%
Alice C. Reier, MD	Total	SL			\$13,670	\$0	100%
Alpine Hematology - Oncology, P.C.	Total	SL			\$54,682	\$1,410	97%
Associates In Oncology-Hematology, PC	Total	SL			\$311,429	\$23,819	93%
Beckley Oncology Associates, Inc.	Total	SL			\$131,492	\$0	100%
Cancer Associates Of Monterey Peninsula	Total	SL			\$242,991	\$35,616	87%
Cancer Treatment Center Of Oklahoma	Total	SL			\$51,264	\$48,646	51%
Central Texas Oncology Associates, P.A.	Total	SL			\$668,910	\$131,130	84%
Crossville Medical Oncology	Total	SL			\$24,350	\$15,656	61%
Edward Kaplan, MD & Associates	Total	SL			\$78,605	\$0	100%
Facey Medical Foundation	Total	SL			\$89,029	\$0	100%
Great Falls Clinic	Total	SL			\$39,302	\$13,416	75%
Gynecologic Oncology Associates, PA	Total	SL			\$63,226	\$0	100%
Hannibal Clinic Operations, LLC	Total	SL			\$14,610	\$3,562	80%
Hematology-Oncology Consultants, P.A.	Total	SL			\$187,968	\$61,884	75%
Iowa Cancer Care	Total	SL			\$134,141	\$3,191	98%
Larry G. Strieff, MD	Total	SL			\$6,835	\$0	100%
Little Rock Hematology Oncology Associates, P.A.	Total	SL			\$231,542	\$59,435	80%
Mankato Clinic, Ltd	Total	SL			\$32,552	\$8,904	79%
Medical Oncology Associates, P.S.	Total	SL			\$64,080	\$0	100%
Melbourne Internal Medicine Associates	Total	SL			\$43,745	\$0	100%
Midlands Regional Cancer Center, PC	Total	SL			\$9,398	\$0	100%
Midwest Center For Hematology/Oncology, SC	Total	SL			\$61,090	\$0	100%
New Mexico Cancer Care Associates	Total	SL			\$109,021	\$0	100%
Oncology Hematology West, P.C.	Total	SL			\$204,202	\$144,245	59%
Oncology-Hematology Specialists, PA	Total	SL			\$49,555	\$0	100%
Palo Alto Medical Foundation	Total	SL			\$150,886	\$4,972	97%
Piedmont Hematology-Oncology Associates, PLLC	Total	SL			\$450,867	\$36,953	92%
Progressive Care, SC	Total	SL			\$86,465	\$0	100%
Robert Carter MD, PC	Total	SL			\$3,418	\$16,325	17%
Sacramento Center for Hematology & Medical Oncology, Inc.	Total	SL			\$170,111	\$24,675	87%
Springfield Clinic Total	Total	SL			\$0	\$12,466	0%
The Midsouth Cancer Center	Total	SL			\$46,565	\$0	100%
WVVA Health Care Alliance, P.C.	Total	SL			\$11,107	\$18,476	38%
		USON Total			\$24,726,927	\$4,580,627	84%



## Aranesp Market Share Summary

For Period: Mar-05

Dollars		Market Share (\$)
ARANESP	PROCRT	Aranesp
30,430,560	5,193,821	85.4%
Grand Total	\$35,624,380	

Parent	Account	Region	Heading	Street	Aranesp	Procrit	Mkt Share %
Arch Medical Services, Inc.	Total				\$228,296	\$50,531	82%
Arkansas Oncology Associates, P.A.	Total	Central			\$236,669	\$71,900	77%
Cancer Care Network of South Texas, P.A.	Total	Central			\$1,202,055	\$249,688	83%
Central Indiana Cancer Centers	Total	Central			\$360,898	\$5,640	98%
Dayton Oncology & Hematology, P.A.	Total	Central			\$232,397	\$44,374	84%
Hematology Oncology Associates of Illinois, L.L.C.	Total	Central			\$528,104	\$48,343	92%
Kansas City Oncology & Hematology Group, LLC	Total	Central			\$607,478	\$46,896	93%
Minnesota Oncology Hematology, P.A.	Total	Central			\$760,758	\$155,603	83%
Missouri Cancer Associates	Total	Central			\$131,578	\$24,030	85%
Northwest Medical Specialists, P.C.	Total	Central			\$354,491	\$2,820	99%
		Central Total			\$4,642,723	\$699,824	87%
Asheville Hematology & Oncology Associates, P.A.	Total	East			\$114,490	\$10,685	91%
Cancer Centers of Florida, P.A.	Total	East			\$328,431	\$50,828	87%
Cancer Centers of North Carolina	Total	East			\$767,678	\$8,533	99%
Cancer Centers Of The Carolinas	Total	East			\$810,826	\$12,466	98%
Durham Regional Hematology Oncology	Total	East			\$481,882	\$32,054	94%
Fairfax-Northern Virginia Hematology-Oncology, P.C.	Total	East			\$358,848	\$73,979	83%
Flavio Kruter, M.D., P.A.	Total	East			\$187,114	\$24,487	88%
Florida Cancer Institute, P.A.	Total	East			\$928,305	\$320,183	74%
Interlakes Oncology Hematology, P.C.	Total	East			\$122,009	\$59,659	67%
Maryland Oncology Hematology, P.A.	Total	East			\$313,223	\$111,971	74%
New York Oncology Hematology, P.C.	Total	East			\$950,178	\$176,826	84%
Oncology & Hematology Associates Of Southwest Virginia, Inc.	Total	East			\$358,848	\$134,228	73%
South Florida Oncology and Hematology Consultants	Total	East			\$353,294	\$133,936	73%
Venango Oncology Hematology Association	Total	East			\$226,416	\$42,295	84%
Virginia Oncology Associates	Total	East			\$2,029,882	\$441,774	82%
		East Total			\$8,331,424	\$1,633,904	84%
Arizona Oncology Associates, P.C.	Total	West			\$1,633,869	\$94,538	95%
Cancer Care Associates	Total	West			\$809,971	\$335,542	71%
Cancer Care Northwest, P.S.	Total	West			\$234,276	\$17,808	93%
Comprehensive Cancer Centers of Nevada	Total	West			\$649,942	\$16,027	98%
Northwest Cancer Specialists, P.C.	Total	West			\$811,509	\$244,350	77%
Oncology Associates of Oregon, P.C.	Total	West			\$185,576	\$1,410	99%
Rocky Mountain Cancer Centers, LLP	Total	West			\$928,904	\$116,430	89%
Texas Oncology, P.A.	Total	West			\$6,948,064	\$1,260,464	85%
Washington Cancer Centers, P.C.	Total	West			\$326,722	\$24,190	93%
		West Total			\$12,528,834	\$2,110,759	86%
Advanced Care & Treatment Medical Group, SC	Total	SL			\$143,539	\$1,781	99%
Alice C. Reier, MD	Total	SL			\$19,651	\$0	100%
Alpine Hematology - Oncology, P.C.	Total	SL			\$20,506	\$11,724	64%
Associates In Oncology-Hematology, PC	Total	SL			\$331,507	\$33,762	91%
Beckley Oncology Associates, Inc.	Total	SL			\$135,850	\$0	100%
Buenaventura Medical Group, Inc	Total	SL			\$28,195	\$0	100%
Cancer Associates Of Monterey Peninsula	Total	SL			\$272,041	\$48,082	85%
Cancer Treatment Center Of Oklahoma	Total	SL			\$48,701	\$35,052	58%
Central Texas Oncology Associates, P.A.	Total	SL			\$796,044	\$107,160	88%
Crossville Medical Oncology	Total	SL			\$68,779	\$1,781	97%
Edward Kaplan, MD & Associates	Total	SL			\$111,072	\$0	100%
Facey Medical Foundation	Total	SL			\$65,191	\$3,562	95%
Great Falls Clinic	Total	SL			\$39,644	\$13,802	74%
Gynecologic Oncology Associates, PA	Total	SL			\$73,478	\$0	100%
Hannibal Clinic Operations, LLC	Total	SL			\$25,290	\$8,533	75%
Hematology-Oncology Consultants, P.A.	Total	SL			\$306,302	\$57,581	84%
Iowa Cancer Care	Total	SL			\$173,016	\$3,562	98%
Larry G. Strieff, MD	Total	SL			\$17,088	\$0	100%
Little Rock Hematology Oncology Associates, P.A.	Total	SL			\$265,718	\$113,898	70%
Mankato Clinic, Ltd	Total	SL			\$41,182	\$7,123	85%
Medical Oncology Associates, P.S.	Total	SL			\$79,459	\$0	100%
Melbourne Internal Medicine Associates	Total	SL			\$29,050	\$0	100%
Midlands Regional Cancer Center, PC	Total	SL			\$19,651	\$0	100%
Midwest Center For Hematology/Oncology, SC	Total	SL			\$62,371	\$0	100%
New Mexico Cancer Care Associates	Total	SL			\$134,055	\$0	100%
Oncology Hematology West, P.C.	Total	SL			\$275,886	\$140,312	66%
Oncology-Hematology Specialists, PA	Total	SL			\$57,245	\$0	100%
Palo Alto Medical Foundation	Total	SL			\$215,478	\$8,533	96%
Piedmont Hematology-Oncology Associates, PLLC	Total	SL			\$562,622	\$49,345	92%
Progressive Care, SC	Total	SL			\$123,034	\$0	100%
Robert Carter MD, PC	Total	SL			\$12,816	\$29,088	31%
Sacramento Center for Hematology & Medical Oncology, Inc.	Total	SL			\$243,675	\$42,300	85%
Springfield Clinic Total	Total	SL			\$30,758	\$22,038	58%
The Midsouth Cancer Center	Total	SL			\$66,216	\$0	100%
WVVA Health Care Alliance, P.C.	Total	SL			\$32,467	\$10,314	76%
		SL Total			\$4,927,579	\$749,333	87%
		USON Total			\$30,430,560	\$5,193,821	85%



## Aranesp Market Share Summary

For Period: Apr-05

Dollars		Market Share (\$)
ARANESP	PROCIT	Aranesp
29,689,282	4,332,352	87.3%

Parent	Account	Region	Heading	Street	Grand Total Aranesp	Grand Total Procrit	Mkt Share %
Arch Medical Services, Inc.	Total	Central			\$221,717	\$28,493	89%
Arkansas Oncology Associates, P.A.	Total	Central			\$234,106	\$75,091	76%
Cancer Care Network of South Texas, P.A.	Total	Central			\$1,195,049	\$200,747	86%
Central Indiana Cancer Centers	Total	Central			\$358,250	\$2,820	99%
Dayton Oncology & Hematology, P.A.	Total	Central			\$189,677	\$25,600	88%
Hematology Oncology Associates of Illinois, L.L.C.	Total	Central			\$538,614	\$41,909	93%
Kansas City Oncology & Hematology Group, LLC	Total	Central			\$600,131	\$48,379	93%
Minnesota Oncology Hematology, P.A.	Total	Central			\$724,360	\$131,486	85%
Missouri Cancer Associates	Total	Central			\$117,480	\$22,409	84%
Northwest Medical Specialists, P.C.	Total	Central			\$366,708	\$1,410	100%
		Central Total			\$4,546,091	\$578,344	89%
Asheville Hematology & Oncology Associates, P.A.	Total	East			\$150,374	\$19,589	88%
Cancer Centers of Florida, P.A.	Total	East			\$298,356	\$51,868	85%
Cancer Centers of North Carolina	Total	East			\$822,360	\$16,696	98%
Cancer Centers Of The Carolinas	Total	East			\$716,842	\$12,466	98%
Durham Regional Hematology Oncology	Total	East			\$504,523	\$32,054	94%
Fairfax-Northern Virginia Hematology-Oncology, P.C.	Total	East			\$503,669	-\$18,847	104%
Flavio Kruter, M.D., P.A.	Total	East			\$187,712	\$1,781	99%
Florida Cancer Institute, P.A.	Total	East			\$643,362	\$121,841	84%
Interlakes Oncology Hematology, P.C.	Total	East			\$120,300	\$81,290	60%
Maryland Oncology Hematology, P.A.	Total	East			\$390,546	\$106,153	79%
New York Oncology Hematology, P.C.	Total	East			\$883,535	\$160,520	85%
Ocala Oncology Center, P.L.	Total	East			\$154,219	\$104,550	60%
Oncology & Hematology Associates Of Southwest Virginia, Inc.	Total	East			\$413,530	\$153,744	73%
South Florida Oncology and Hematology Consultants	Total	East			\$451,550	\$154,156	75%
Venango Oncology Hematology Association	Total	East			\$387,043	\$0	100%
Virginia Oncology Associates	Total	East			\$2,014,417	\$413,276	83%
		East Total			\$8,642,339	\$1,411,136	86%
Arizona Oncology Associates, P.C.	Total	West			\$1,264,597	\$99,066	93%
Cancer Care Associates	Total	West			\$799,291	\$292,061	73%
Cancer Care Northwest, P.S.	Total	West			\$188,993	\$8,904	96%
Comprehensive Cancer Centers of Nevada	Total	West			\$660,964	\$30,274	96%
Northwest Cancer Specialists, P.C.	Total	West			\$770,412	\$209,549	79%
Oncology Associates of Oregon, P.C.	Total	West			\$169,598	\$0	100%
Rocky Mountain Cancer Centers, LLP	Total	West			\$827,914	\$76,804	92%
Texas Oncology, P.A.	Total	West			\$6,652,356	\$985,438	87%
Washington Cancer Centers, P.C.	Total	West			\$292,461	\$23,819	92%
		West Total			\$11,626,587	\$1,725,914	87%
Advanced Care & Treatment Medical Group, SC	Total	SL			\$102,357	\$0	100%
Alice C. Reier, MD	Total	SL			\$23,923	\$0	100%
Alpine Hematology - Oncology, P.C.	Total	SL			\$37,594	\$0	100%
Ashland-Bellefonte Cancer Center Total	Total	SL			\$51,264	\$0	100%
Associates In Oncology-Hematology, PC	Total	SL			\$362,693	\$28,790	93%
Beckley Oncology Associates, Inc.	Total	SL			\$102,272	\$0	100%
Buenaventura Medical Group, Inc	Total	SL			\$10,253	\$0	100%
Cancer Associates Of Monterey Peninsula	Total	SL			\$264,351	\$26,712	91%
Cancer Treatment Center Of Oklahoma	Total	SL			\$38,448	\$51,643	43%
Central Texas Oncology Associates, P.A.	Total	SL			\$824,838	\$78,960	91%
Crossville Medical Oncology	Total	SL			\$65,362	\$0	100%
Edward Kaplan, MD & Associates	Total	SL			\$95,693	\$0	100%
Facey Medical Foundation	Total	SL			\$66,900	\$3,562	95%
Great Falls Clinic	Total	SL			\$31,784	\$12,022	73%
Gynecologic Oncology Associates, PA	Total	SL			\$78,605	\$0	100%
Hannibal Clinic Operations, LLC	Total	SL			\$23,325	\$7,457	76%
Hematology-Oncology Consultants, P.A.	Total	SL			\$334,925	\$64,704	84%
Highlands Cancer Center Total	Total	SL			\$34,176	\$0	100%
Iowa Cancer Care	Total	SL			\$165,754	\$0	100%
Larry G. Strieff, MD	Total	SL			\$13,670	\$1,781	88%
Little Rock Hematology Oncology Associates, P.A.	Total	SL			\$253,757	\$64,406	80%
Mankato Clinic, Ltd	Total	SL			\$58,270	\$3,562	94%
Medical Oncology Associates, P.S.	Total	SL			\$55,536	\$0	100%
Melbourne Internal Medicine Associates	Total	SL			\$19,138	\$13,505	59%
Midlands Regional Cancer Center, PC	Total	SL			\$12,816	\$0	100%
Midwest Center For Hematology/Oncology, SC	Total	SL			\$73,478	\$0	100%
New Mexico Cancer Care Associates	Total	SL			\$115,686	\$0	100%
Oncology Hematology West, P.C.	Total	SL			\$274,860	\$152,407	64%
Oncology-Hematology Specialists, PA	Total	SL			\$61,517	\$0	100%
Palo Alto Medical Foundation	Total	SL			\$204,115	\$6,752	97%
Piedmont Hematology-Oncology Associates, PLLC	Total	SL			\$551,259	\$19,886	97%
Progressive Care, SC	Total	SL			\$125,768	\$0	100%
Robert Carter MD, PC	Total	SL			\$16,661	\$28,717	37%
Sacramento Center for Hematology & Medical Oncology, Inc.	Total	SL			\$223,853	\$20,445	92%
Springfield Clinic, LLP	Total	SL			\$20,334	\$27,046	43%
The Midsouth Cancer Center	Total	SL			\$49,128	\$0	100%
WVVA Health Care Alliance, P.C.	Total	SL			\$29,904	\$4,601	87%
		SL Total			\$4,874,265	\$616,959	89%
		USON Total			\$29,689,282	\$4,332,352	87%



## Aranesp Market Share Summary

For Period: May-05

						Dollars		Market Share (\$)
						ARANESP	PROCRT	Aranesp
						\$33,103,805	\$4,316,651	88.5%
						Grand Total		
						Aranesp	Procrit	
Parent	Account	Region	Heading	Street	City			Mkt Share %
Arch Medical Services, Inc.		Central				\$282,550	\$16,027	95%
Arkansas Oncology Associates, P.A.		Central				\$272,554	\$59,064	82%
Cancer Care Network of South Texas, P.A.		Central				\$1,313,811	\$168,593	89%
Central Indiana Cancer Centers		Central				\$240,428	\$5,640	98%
Dayton Oncology & Hematology, P.A.		Central				\$236,669	\$42,593	85%
Hematology Oncology Associates of Illinois, L.L.C.		Central				\$680,530	\$66,151	91%
Kansas City Cancer Centers Total		Central				\$489,486	\$36,655	93%
Minnesota Oncology Hematology, P.A.		Central				\$790,491	\$144,991	85%
Missouri Cancer Associates		Central				\$152,083	\$23,819	86%
Northwest Medical Specialists, P.C.		Central				\$447,364	\$6,011	99%
		Central Total				\$4,905,965	\$569,544	90%
Asheville Hematology & Oncology Associates, P.A.		East				\$143,539	\$23,150	86%
Cancer Centers of Florida, P.A.		East				\$320,314	\$82,439	80%
Cancer Centers of North Carolina		East				\$894,557	\$13,876	98%
Cancer Centers Of The Carolinas		East				\$788,184	\$12,466	98%
Durham Regional Hematology Oncology		East				\$534,000	\$42,739	93%
Fairfax-Northern Virginia Hematology-Oncology, P.C.		East				\$480,173	\$0	100%
Flavio Kruter, M.D., P.A.		East				\$197,110	\$5,342	97%
Florida Cancer Institute, P.A.		East				\$676,171	\$150,704	82%
Interlakes Oncology Hematology, P.C.		East				\$151,742	\$103,662	59%
Maryland Oncology Hematology, P.A.		East				\$539,041	\$81,770	87%
New York Oncology Hematology, P.C.		East				\$1,029,039	\$201,071	84%
Northwestern Connecticut Onc/Hema. Assoc. Total		East				\$142,258	\$60,474	70%
Ocala Oncology Center, P.L.		East				\$215,309	\$138,239	61%
Oncology & Hematology Associates Of Southwest Virginia, Inc.		East				\$431,472	\$115,308	79%
South Florida Oncology and Hematology Consultants		East				\$426,346	\$136,124	76%
Venango Oncology Hematology Association		East				\$396,442	\$0	100%
Virginia Oncology Associates		East				\$2,483,910	\$313,523	89%
		East Total				\$9,849,606	\$1,480,887	87%
Arizona Oncology Associates, P.C.		West				\$1,670,779	\$121,104	93%
Cancer Care Associates		West				\$1,033,397	\$281,449	79%
Cancer Care Northwest, P.S.		West				\$221,717	\$14,246	94%
Comprehensive Cancer Centers of Nevada		West				\$659,170	\$21,370	97%
Northwest Cancer Specialists, P.C.		West				\$787,415	\$162,757	83%
Oncology Associates of Oregon, P.C.		West				\$221,717	\$1,410	99%
Rocky Mountain Cancer Centers, LLP		West				\$894,300	\$113,500	89%
Texas Oncology, P.A.		West				\$7,386,799	\$861,148	90%
Washington Cancer Centers, P.C.		West				\$324,757	\$18,847	95%
		West Total				\$13,200,050	\$1,595,832	89%
Advanced Care & Treatment Medical Group, SC		SL				\$120,470	\$1,781	99%
Alice C. Reier, MD		SL				\$23,923	\$0	100%
Alpine Hematology - Oncology, P.C.		SL				\$51,264	\$0	100%
Ashland-Bellefonte Cancer Center Total		SL				\$42,720	\$0	100%
Associates In Oncology-Hematology, PC		SL				\$300,749	\$26,639	92%
Beckley Oncology Associates, Inc.		SL				\$92,446	\$0	100%
Buenaventura Medical Group, Inc		SL				\$16,661	\$5,342	76%
Cancer Associates Of Monterey Peninsula		SL				\$282,721	\$46,301	86%
Cancer Treatment Center Of Oklahoma		SL				\$79,459	\$39,178	67%
Central Texas Oncology Associates, P.A.		SL				\$893,446	\$64,860	93%
Crossville Medical Oncology		SL				\$96,547	\$0	100%
Edward Kaplan, MD & Associates		SL				\$105,946	\$282	100%
Facey Medical Foundation		SL				\$72,624	\$5,624	93%
Great Falls Clinic		SL				\$31,100	\$3,191	91%
Gynecologic Oncology Associates, PA		SL				\$63,226	\$0	100%
Hannibal Clinic Operations, LLC		SL				\$27,341	\$6,752	80%
Hematology-Oncology Consultants, P.A.		SL				\$252,902	\$38,363	87%
Iowa Cancer Care		SL				\$149,264	\$1,781	99%
Larry G. Strieff, MD		SL				\$6,835	\$0	100%
Little Rock Hematology Oncology Associates, P.A.		SL				\$404,131	\$69,378	85%
Mankato Clinic, Ltd		SL				\$65,191	\$3,562	95%
Medical Oncology Associates, P.S.		SL				\$72,111	\$0	100%
Melbourne Internal Medicine Associates		SL				\$17,088	\$17,808	49%
Midlands Regional Cancer Center, PC		SL				\$17,942	\$0	100%
Midwest Center For Hematology/Oncology, SC		SL				\$52,973	\$0	100%
New Mexico Cancer Care Associates		SL				\$127,134	\$0	100%
Oncology Hematology West, P.C.		SL				\$304,679	\$190,175	62%
Oncology-Hematology Specialists, PA		SL				\$52,973	\$0	100%
Palo Alto Medical Foundation		SL				\$221,373	\$10,314	96%
Piedmont Hematology-Oncology Associates, PLLC		SL				\$569,201	\$40,144	93%
Progressive Care, SC		SL				\$107,654	\$7,123	94%
Robert Carter MD, PC		SL				\$23,069	\$34,060	40%
Sacramento Center for Hematology & Medical Oncology, Inc.		SL				\$241,710	\$26,790	90%
Springfield Clinic, LLP		SL				\$62,200	\$25,970	71%
The Midsouth Cancer Center		SL				\$76,042	\$0	100%
WVVA Health Care Alliance, P.C.		SL				\$23,069	\$4,972	82%
		SL Total				\$5,148,184	\$670,388	88%
		USON Total				\$33,103,805	\$4,316,651	88%





Aranesp Market Share Summary

For Period: Jun-05

Dollars		Market Share (\$)
ARANESP	PROCRT	Aranesp
\$35,414,617	\$4,198,726	89.4%
Grand Total		\$39,613,343

Parent	Account	Region	ng	Street	City	Aranesp	Procrit	Mkt Share %
Arch Medical Services, Inc. Total		Central				\$357,566	\$3,191	99%
Arkansas Oncology Associates, P.A. Total		Central				\$284,942	\$47,340	86%
Cancer Care Network of South Texas, P.A. Total		Central				\$1,329,361	\$188,138	88%
Central Indiana Cancer Centers Total		Central				\$342,956	\$8,460	98%
Dayton Oncology & Hematology, P.A. Total		Central				\$281,098	\$23,077	92%
Hematology Oncology Associates of Illinois, L.L.C. Total		Central				\$593,124	\$53,967	92%
Kansas City Cancer Centers Total		Central				\$703,428	\$61,884	92%
Minnesota Oncology Hematology, P.A. Total		Central				\$912,841	\$191,590	83%
Missouri Cancer Associates Total		Central				\$229,577	\$3,562	98%
Northwest Medical Specialists, P.C. Total		Central				\$438,820	\$4,601	99%
		Central Total				\$5,473,714	\$585,809	90%
Asheville Hematology & Oncology Associates, P.A. Total		East				\$152,083	\$33,835	82%
Cancer Centers of Florida, P.A. Total		East				\$248,032	\$73,164	77%
Cancer Centers of North Carolina Total		East				\$992,386	\$27,010	97%
Cancer Centers Of The Carolinas Total		East				\$814,243	\$14,246	98%
Durham Regional Hematology Oncology Total		East				\$607,906	\$32,054	95%
Fairfax-Northern Virginia Hematology-Oncology, P.C. Total		East				\$485,897	\$0	100%
Flavio Kruter, M.D., P.A. Total		East				\$178,228	\$1,781	99%
Florida Cancer Institute, P.A. Total		East				\$752,469	\$103,662	88%
Interlakes Oncology Hematology, P.C. Total		East				\$189,848	\$89,786	68%
Maryland Oncology Hematology, P.A. Total		East				\$461,034	\$52,609	90%
New York Oncology Hematology, P.C. Total		East				\$1,283,394	\$267,166	83%
Northwestern Connecticut Onc/Hema. Assoc. Total		East				\$179,680	\$41,627	81%
Ocala Oncology Center, P.L. Total		East				\$166,608	\$114,420	59%
Oncology & Hematology Associates Of Southwest Virginia, Inc. Total		East				\$465,648	\$112,117	81%
South Florida Oncology and Hematology Consultants Total		East				\$416,947	\$128,593	76%
Venango Oncology Hematology Association Total		East				\$549,379	\$0	100%
Virginia Oncology Associates Total		East				\$2,164,023	\$307,141	88%
		East Total				\$10,107,806	\$1,399,213	88%
Arizona Oncology Associates, P.C. Total		West				\$1,157,285	\$154,944	88%
Cancer Care Associates Total		West				\$1,248,706	\$212,515	85%
Cancer Care Northwest, P.S. Total		West				\$191,813	\$14,246	93%
Comprehensive Cancer Centers of Nevada Total		West				\$721,370	\$30,274	96%
Northwest Cancer Specialists, P.C. Total		West				\$951,204	\$168,449	85%
Oncology Associates of Oregon, P.C. Total		West				\$214,027	\$0	100%
Rocky Mountain Cancer Centers, LLP Total		West				\$988,114	\$90,324	92%
Texas Oncology, P.A. Total		West				\$7,784,522	\$950,823	89%
Washington Cancer Centers, P.C. Total		West				\$313,052	\$20,628	94%
		West Total				\$13,570,091	\$1,642,203	89%
Advanced Care & Treatment Medical Group, SC Total		SL				\$156,184	\$1,781	99%
Alice C. Reier, MD Total		SL				\$34,176	\$0	100%
Alpine Hematology - Oncology, P.C. Total		SL				\$29,050	\$1,410	95%
Ashland-Bellefonte Cancer Center Total		SL				\$93,984	\$0	100%
Associates In Oncology-Hematology, PC Total		SL				\$434,206	\$30,200	93%
Beckley Oncology Associates, Inc. Total		SL				\$103,126	\$0	100%
Buenaventura Medical Group, Inc Total		SL				\$21,787	\$3,562	86%
Cancer Associates Of Monterey Peninsula Total		SL				\$326,039	\$32,054	91%
Cancer Treatment Center Of Oklahoma Total		SL				\$117,053	\$30,274	79%
Central Texas Oncology Associates, P.A. Total		SL				\$1,015,369	\$71,910	93%
Crossville Medical Oncology Total		SL				\$90,566	\$1,781	98%
Edward Kaplan, MD & Associates Total		SL				\$134,995	\$1,781	99%
Facey Medical Foundation Total		SL				\$79,032	\$9,008	90%
Great Falls Clinic Total		SL				\$62,542	\$11,651	84%
Gynecologic Oncology Associates, PA Total		SL				\$117,907	\$0	100%
Hannibal Clinic Operations, LLC Total		SL				\$30,588	\$5,423	85%
Hematology-Oncology Consultants, P.A. Total		SL				\$328,517	\$44,447	88%
Iowa Cancer Care Total		SL				\$146,017	\$1,781	99%
Larry G. Strieff, MD Total		SL				\$11,962	\$0	100%
Little Rock Hematology Oncology Associates, P.A. Total		SL				\$623,712	\$22,780	96%
Mankato Clinic, Ltd Total		SL				\$62,542	\$5,483	92%
Medical Oncology Associates, P.S. Total		SL				\$87,149	\$0	100%
Melbourne Internal Medicine Associates Total		SL				\$30,758	\$0	100%
Midlands Regional Cancer Center, PC Total		SL				\$12,816	\$0	100%
Midwest Center For Hematology/Oncology, SC Total		SL				\$63,226	\$0	100%
New Mexico Cancer Care Associates Total		SL				\$146,956	\$1,781	99%
Oncology Hematology West, P.C. Total		SL				\$369,870	\$186,613	66%
Oncology-Hematology Specialists, PA Total		SL				\$66,643	\$0	100%
Palo Alto Medical Foundation Total		SL				\$220,861	\$10,685	95%
Piedmont Hematology-Oncology Associates, PLLC Total		SL				\$603,206	\$29,459	95%
Progressive Care, SC Total		SL				\$112,097	\$5,342	95%
Robert Carter MD, PC Total		SL				\$25,205	\$23,077	52%
Sacramento Center for Hematology & Medical Oncology, Inc. Total		SL				\$277,167	\$23,265	92%
Springfield Clinic, LLP Total		SL				\$60,662	\$5,640	91%
The Midsouth Cancer Center Total		SL				\$61,944	\$0	100%
Tri-State Medical Center Total		SL				\$32,467	\$0	100%
WVVA Health Care Alliance, P.C. Total		SL				\$72,624	\$10,314	88%
		SL Total				\$6,263,006	\$571,502	92%
		USON Total				\$35,414,617	\$4,198,726	89%





Aranesp Market Share Summary

For Period: Jul-05

Dollars		Market Share (\$)
ARANESP	PROCRIPT	Aranesp
\$30,503,952	\$3,830,389	88.8%

Parent	Account	Region	Heading	Street	City	Aranesp	Procrit	Mkt Share %
Arch Medical Services, Inc. Total		Central				\$218,299	\$2,820	99%
Arkansas Oncology Associates, P.A. Total		Central				\$275,544	\$50,160	85%
Cancer Care Network of South Texas, P.A. Total		Central				\$1,223,501	\$104,224	92%
Central Indiana Cancer Centers Total		Central				\$322,621	\$7,050	98%
Dayton Oncology & Hematology, P.A. Total		Central				\$243,504	\$13,134	95%
Hematology Oncology Associates of Illinois, L.L.C. Total		Central				\$497,602	\$52,682	90%
Kansas City Cancer Centers Total		Central				\$522,380	\$51,497	91%
Minnesota Oncology Hematology, P.A. Total		Central				\$737,262	\$114,122	87%
Missouri Cancer Associates Total		Central				\$186,686	\$0	100%
Northwest Medical Specialists, P.C. Total		Central				\$328,175	\$1,410	100%
		Central Total				\$4,555,576	\$397,099	92%
Asheville Hematology & Oncology Associates, P.A. Total		East				\$112,781	\$28,493	80%
Cancer Centers of Florida, P.A. Total		East				\$284,771	\$73,906	79%
Cancer Centers of North Carolina Total		East				\$716,842	\$25,229	97%
Cancer Centers Of The Carolinas Total		East				\$711,288	\$14,246	98%
Durham Regional Hematology Oncology Total		East				\$494,698	\$16,027	97%
Fairfax-Northern Virginia Hematology-Oncology, P.C. Total		East				\$494,698	\$9,943	98%
Flavio Kruter, M.D., P.A. Total		East				\$174,127	\$7,123	96%
Florida Cancer Institute, P.A. Total		East				\$681,640	\$127,998	84%
Interlakes Oncology Hematology, P.C. Total		East				\$114,234	\$79,138	59%
Maryland Oncology Hematology, P.A. Total		East				\$474,534	\$64,229	88%
New York Oncology Hematology, P.C. Total		East				\$996,145	\$167,606	86%
Northwestern Connecticut Onc/Hema. Assoc. Total		East				\$212,318	\$3,562	98%
Ocala Oncology Center, P.L. Total		East				\$207,192	\$116,942	64%
Oncology & Hematology Associates Of Southwest Virginia, Inc.		East				\$389,179	\$108,185	78%
South Florida Oncology and Hematology Consultants Total		East				\$322,109	\$84,888	79%
Venango Oncology Hematology Association Total		East				\$358,848	\$3,562	99%
Virginia Oncology Associates Total		East				\$2,028,686	\$304,352	87%
		East Total				\$8,774,088	\$1,235,429	88%
Arizona Oncology Associates, P.C. Total		Southwest				\$1,215,384	\$132,535	90%
Cancer Care Associates Total		Southwest				\$1,153,013	\$193,000	86%
Rocky Mountain Cancer Centers, LLP Total		Southwest				\$869,523	\$87,556	91%
Texas Oncology, P.A. Total		Southwest				\$6,569,480	\$777,952	89%
		Southwest Total				\$9,807,400	\$1,191,043	89%
Cancer Care Northwest, P.S. Total		West				\$247,434	\$12,466	95%
Comprehensive Cancer Centers of Nevada Total		West				\$579,967	\$37,397	94%
Northwest Cancer Specialists, P.C. Total		West				\$798,608	\$143,696	85%
Oncology Associates of Oregon, P.C. Total		West				\$196,512	\$0	100%
Washington Cancer Centers, P.C. Total		West				\$270,759	\$18,476	94%
		West Total				\$2,093,280	\$212,035	91%
Advanced Care & Treatment Medical Group, SC Total		SL				\$104,408	\$0	100%
Alice C. Reier, MD Total		SL				\$34,603	\$0	100%
Alpine Hematology - Oncology, P.C. Total		SL				\$47,846	\$1,410	97%
Ashland-Bellefonte Cancer Center Total		SL				\$68,352	\$0	100%
Associates In Oncology-Hematology, PC Total		SL				\$303,739	\$30,200	91%
Beckley Oncology Associates, Inc. Total		SL				\$124,913	\$0	100%
Buenaventura Medical Group, Inc Total		SL				\$14,952	\$1,781	89%
Cancer Associates Of Monterey Peninsula Total		SL				\$261,104	\$40,958	86%
Cancer Treatment Center Of Oklahoma Total		SL				\$108,936	\$24,931	81%
Central Texas Oncology Associates, P.A. Total		SL				\$762,637	\$63,450	92%
Crossville Medical Oncology Total		SL				\$85,867	\$0	100%
Edward Kaplan, MD & Associates Total		SL				\$88,858	\$5,342	94%
Facey Medical Foundation Total		SL				\$54,511	\$7,792	87%
Great Falls Clinic Total		SL				\$40,926	\$13,432	75%
Gynecologic Oncology Associates, PA Total		SL				\$66,643	\$0	100%
Hannibal Clinic Operations, LLC Total		SL				\$42,293	\$3,191	93%
Hematology-Oncology Consultants, P.A. Total		SL				\$272,554	\$33,762	89%
Highlands Cancer Center Total		SL				\$8,544	\$0	100%
Iowa Cancer Care Total		SL				\$117,224	\$0	100%
Larry G. Strieff, MD Total		SL				\$13,670	\$0	100%
Little Rock Hematology Oncology Associates, P.A. Total		SL				\$521,184	\$29,532	95%
Mankato Clinic, Ltd Total		SL				\$48,872	\$8,904	85%
Medical Oncology Associates, P.S. Total		SL				\$83,902	\$0	100%
Melbourne Internal Medicine Associates Total		SL				-\$5,126	\$217,858	-2%
Midlands Regional Cancer Center, PC Total		SL				\$21,787	\$0	100%
Midwest Center For Hematology/Oncology, SC Total		SL				\$61,517	\$0	100%
New Mexico Cancer Care Associates Total		SL				\$123,802	\$1,781	99%
Oncology Hematology West, P.C. Total		SL				\$325,441	\$163,463	67%
Oncology-Hematology Specialists, PA Total		SL				\$61,517	\$0	100%
Palo Alto Medical Foundation Total		SL				\$244,528	\$8,533	97%
Piedmont Hematology-Oncology Associates, PLLC Total		SL				\$631,145	\$49,716	93%
Robert Carter MD, PC Total		SL				\$46,138	\$13,505	77%
Sacramento Center for Hematology & Medical Oncology, Inc. Total		SL				\$224,878	\$19,035	92%
Springfield Clinic, LLP Total		SL				\$56,219	\$43,444	56%
The Midsouth Cancer Center Total		SL				\$72,624	\$0	100%
Tri-State Medical Center Total		SL				\$17,088	\$0	100%
Valley Internal Medicine, Inc. P.S. Total		SL				\$95,436	\$4,601	95%
WVVA Health Care Alliance, P.C. Total		SL				\$20,078	\$8,162	71%
		SL Total				\$5,273,610	\$794,783	87%
		USON Total				\$30,503,952	\$3,830,389	89%



## Aranesp Market Share Summary

For Period: Aug-05

Dollars		Market Share (\$)
ARANESP	PROCRT	Aranesp
\$37,950,134	\$4,186,864	90.1%

Parent	Account	Region	Heading	Street	City	Grand Total Aranesp	Grand Total Procrit	Mkt Share %
Arch Medical Services, Inc. Total		Central				\$347,314	\$1,410	100%
Arkansas Oncology Associates, P.A. Total		Central				\$338,342	\$43,408	89%
Cancer Care Network of South Texas, P.A. Total		Central				\$1,441,971	\$149,368	91%
Central Indiana Cancer Centers Total		Central				\$313,992	\$5,640	98%
Dayton Oncology & Hematology, P.A. Total		Central				\$264,437	\$14,915	95%
Hematology Oncology Associates of Illinois, L.L.C. Total		Central				\$608,247	\$46,598	93%
Kansas City Cancer Centers Total		Central				\$609,614	\$81,770	88%
Minnesota Oncology Hematology, P.A. Total		Central				\$950,008	\$173,855	85%
Missouri Cancer Associates Total		Central				\$224,109	\$1,781	99%
Northwest Medical Specialists, P.C. Total		Central				\$405,413	\$0	100%
		<b>Central Total</b>				<b>\$5,503,447</b>	<b>\$518,744</b>	<b>91%</b>
Asheville Hematology & Oncology Associates, P.A. Total		East				\$157,210	\$53,351	75%
Cancer Centers of Florida, P.A. Total		East				\$331,592	\$91,343	78%
Cancer Centers of North Carolina Total		East				\$1,086,797	\$14,915	99%
Cancer Centers Of The Carolinas Total		East				\$833,467	\$7,123	99%
Durham Regional Hematology Oncology Total		East				\$634,392	\$17,808	97%
Fairfax-Northern Virginia Hematology-Oncology, P.C. Total		East				\$601,496	\$9,943	98%
Flavio Kruter, M.D., P.A. Total		East				\$186,772	\$3,562	98%
Florida Cancer Institute, P.A. Total		East				\$864,737	\$108,038	89%
Interlakes Oncology Hematology, P.C. Total		East				\$156,526	\$99,693	61%
Maryland Oncology Hematology, P.A. Total		East				\$544,594	\$72,198	88%
New York Oncology Hematology, P.C. Total		East				\$1,104,995	\$240,141	82%
Northwestern Connecticut Onc/Hema. Assoc. Total		East				\$251,621	\$1,781	99%
Ocala Oncology Center, P.L. Total		East				\$399,176	\$79,248	83%
Oncology & Hematology Associates Of Southwest Virginia, Inc. Total		East				\$546,389	\$116,347	82%
South Florida Oncology and Hematology Consultants Total		East				\$341,333	\$85,259	80%
Venango Oncology Hematology Association Total		East				\$433,181	\$6,382	99%
Virginia Oncology Associates Total		East				\$2,461,610	\$401,016	86%
		<b>East Total</b>				<b>\$10,935,890</b>	<b>\$1,408,147</b>	<b>89%</b>
Arizona Oncology Associates, P.C. Total		Southwest				\$1,551,846	\$108,858	93%
Cancer Care Associates Total		Southwest				\$1,611,398	\$216,077	88%
Rocky Mountain Cancer Centers, LLP Total		Southwest				\$1,132,080	\$100,742	92%
Texas Oncology, P.A. Total		Southwest				\$8,275,888	\$808,372	91%
		<b>Southwest Total</b>				<b>\$12,571,213</b>	<b>\$1,234,049</b>	<b>91%</b>
Cancer Care Northwest, P.S. Total		West				\$337,146	\$16,027	95%
Comprehensive Cancer Centers of Nevada Total		West				\$702,317	\$39,178	95%
Northwest Cancer Specialists, P.C. Total		West				\$1,040,830	\$173,933	86%
Oncology Associates of Oregon, P.C. Total		West				\$188,822	\$0	100%
Washington Cancer Centers, P.C. Total		West				\$325,014	\$18,847	95%
		<b>West Total</b>				<b>\$2,594,129</b>	<b>\$247,985</b>	<b>91%</b>
Advanced Care & Treatment Medical Group, SC Total		SL				\$136,704	\$1,781	99%
Alice C. Reier, MD Total		SL				\$31,186	\$0	100%
Alpine Hematology - Oncology, P.C. Total		SL				\$51,264	\$4,230	92%
Ashland-Bellefonte Cancer Center Total		SL				\$17,088	\$0	100%
Associates In Oncology-Hematology, PC Total		SL				\$435,915	\$27,010	94%
Breckley Oncology Associates, Inc. Total		SL				\$104,151	\$0	100%
Buenaventura Medical Group, Inc Total		SL				\$48,701	\$12,800	79%
Cancer Associates Of Monterey Peninsula Total		SL				\$297,673	\$35,616	89%
Cancer Treatment Center Of Oklahoma Total		SL				\$160,627	\$21,370	88%
Central Texas Oncology Associates, P.A. Total		SL				\$1,024,426	\$59,220	95%
Crossville Medical Oncology Total		SL				\$95,693	\$6,382	94%
Edward Kaplan, MD & Associates Total		SL				\$148,666	\$0	100%
Facey Medical Foundation Total		SL				\$93,899	\$8,533	92%
Great Falls Clinic Total		SL				\$32,467	\$5,306	86%
Gynecologic Oncology Associates, PA Total		SL				\$35,885	\$3,562	91%
Hannibal Clinic Operations, LLC Total		SL				\$52,802	\$13,252	80%
Hematology-Oncology Consultants, P.A. Total		SL				\$351,586	\$39,475	90%
Highlands Cancer Center Total		SL				\$8,544	\$0	100%
Iowa Cancer Care Total		SL				\$160,628	\$7,123	96%
Larry G. Strieff, MD Total		SL				\$13,670	\$0	100%
Little Rock Hematology Oncology Associates, P.A. Total		SL				\$552,797	\$25,970	96%
Mankato Clinic, Ltd Total		SL				\$69,463	\$3,562	95%
Medical Oncology Associates, P.S. Total		SL				\$122,094	\$0	100%
Melbourne Internal Medicine Associates Total		SL				\$8,544	\$183,986	4%
Midlands Regional Cancer Center, PC Total		SL				\$24,350	\$0	100%
Midwest Center For Hematology/Oncology, SC Total		SL				\$58,099	\$0	100%
New Mexico Cancer Care Associates Total		SL				\$162,592	\$0	100%
Oncology Hematology West, P.C. Total		SL				\$352,354	\$193,366	65%
Oncology-Hematology Specialists, PA Total		SL				\$70,915	\$0	100%
Palo Alto Medical Foundation Total		SL				\$285,795	\$11,724	96%
Piedmont Hematology-Oncology Associates, PLLC Total		SL				\$649,771	\$53,419	92%
Robert Carter MD, PC Total		SL				\$8,544	\$3,191	73%
Sacramento Center for Hematology & Medical Oncology, Inc. Total		SL				\$307,157	\$12,690	96%
Springfield Clinic, LLP Total		SL				\$77,750	\$0	100%
The Midsouth Cancer Center Total		SL				\$95,266	\$0	100%
Tri-State Medical Center Total		SL				\$4,272	\$0	100%
Valley Internal Medicine, Inc. P.S. Total		SL				\$164,216	\$41,183	80%
WVVA Health Care Alliance, P.C. Total		SL				\$29,904	\$3,191	90%
		<b>SL Total</b>				<b>\$6,345,456</b>	<b>\$777,938</b>	<b>89%</b>
		<b>USON Total</b>				<b>\$37,950,134</b>	<b>\$4,186,864</b>	<b>90%</b>



## Aranesp Market Share Summary

For Period: Sep-05

Dollars		Market Share (\$)
ARANESP	PROCRT	Aranesp
\$36,478,174	\$3,618,598	91.0%

Parent	Account	Region	Heading	Street	City	Grand Total Aranesp	\$40,096,772 Procrit	Mkt Share %
Arch Medical Services, Inc. Total		Central				\$295,622	\$2,820	99%
Arkansas Oncology Associates, P.A. Total		Central				\$282,379	\$45,893	86%
Cancer Care Network of South Texas, P.A. Total		Central				\$1,528,265	\$148,292	91%
Central Indiana Cancer Centers Total		Central				\$305,362	\$4,230	99%
Dayton Oncology & Hematology, P.A. Total		Central				\$287,933	\$9,572	97%
Hematology Oncology Associates of Illinois, L.L.C. Total		Central				\$662,929	\$44,076	94%
Kansas City Cancer Centers Total		Central				\$585,094	\$89,860	87%
Minnesota Oncology Hematology, P.A. Total		Central				\$855,596	\$161,389	84%
Missouri Cancer Associates Total		Central				\$214,284	\$0	100%
Northwest Medical Specialists, P.C. Total		Central				\$453,943	\$4,601	99%
		<b>Central Total</b>				<b>\$5,471,407</b>	<b>\$510,733</b>	<b>91%</b>
Asheville Hematology & Oncology Associates, P.A. Total		East				\$164,045	\$52,609	76%
Cancer Centers of Florida, P.A. Total		East				\$389,521	\$109,448	78%
Cancer Centers of North Carolina Total		East				\$1,035,106	\$20,257	98%
Cancer Centers Of The Carolinas Total		East				\$786,475	\$14,246	98%
Durham Regional Hematology Oncology Total		East				\$579,283	\$21,370	96%
Fairfax-Northern Virginia Hematology-Oncology, P.C. Total		East				\$603,377	\$8,533	99%
Flavio Kruter, M.D., P.A. Total		East				\$199,588	\$3,562	98%
Florida Cancer Institute, P.A. Total		East				\$838,080	\$94,904	90%
Interlakes Oncology Hematology, P.C. Total		East				\$115,259	\$82,997	58%
Maryland Oncology Hematology, P.A. Total		East				\$511,273	\$63,665	89%
New York Oncology Hematology, P.C. Total		East				\$1,008,106	\$236,723	81%
Northwestern Connecticut Onc/Hema. Assoc. Total		East				\$222,144	\$1,781	99%
Ocala Oncology Center, P.L. Total		East				\$278,534	\$57,805	83%
Oncology & Hematology Associates Of Southwest Virginia, Inc. Total		East				\$482,309	\$99,281	83%
South Florida Oncology and Hematology Consultants Total		East				\$411,394	\$96,685	81%
Venango Oncology Hematology Association Total		East				\$425,491	\$8,162	98%
Virginia Oncology Associates Total		East				\$2,286,032	\$278,795	89%
		<b>East Total</b>				<b>\$10,336,017</b>	<b>\$1,250,825</b>	<b>89%</b>
Arizona Oncology Associates, P.C. Total		Southwest				\$1,365,416	\$119,323	92%
Cancer Care Associates Total		Southwest				\$1,599,864	\$169,478	90%
Rocky Mountain Cancer Centers, LLP Total		Southwest				\$1,078,594	\$84,047	93%
Texas Oncology, P.A. Total		Southwest				\$7,817,245	\$702,692	92%
		<b>Southwest Total</b>				<b>\$11,861,120</b>	<b>\$1,075,540</b>	<b>92%</b>
Cancer Care Northwest, P.S. Total		West				\$271,186	\$23,150	92%
Comprehensive Cancer Centers of Nevada Total		West				\$629,693	\$42,739	94%
Northwest Cancer Specialists, P.C. Total		West				\$1,018,787	\$149,185	87%
Oncology Associates of Oregon, P.C. Total		West				\$195,658	\$0	100%
Washington Cancer Centers, P.C. Total		West				\$277,765	\$15,656	95%
		<b>West Total</b>				<b>\$2,393,089</b>	<b>\$230,731</b>	<b>91%</b>
Advanced Care & Treatment Medical Group, SC Total		SL				\$115,515	\$1,781	98%
Alice C. Reier, MD Total		SL				\$33,322	\$0	100%
Alpine Hematology - Oncology, P.C. Total		SL				\$47,846	\$7,123	87%
Ashland-Bellefonte Cancer Center Total		SL				\$68,352	\$0	100%
Associates In Oncology-Hematology, PC Total		SL				\$375,509	\$18,106	95%
Beckley Oncology Associates, Inc. Total		SL				\$117,138	\$0	100%
Buenaventura Medical Group, Inc Total		SL				\$30,758	\$6,593	82%
Cancer Associates Of Monterey Peninsula Total		SL				\$300,920	\$35,616	89%
Cancer Treatment Center Of Oklahoma Total		SL				\$173,016	\$5,342	97%
Central Texas Oncology Associates, P.A. Total		SL				\$843,207	\$66,270	93%
Crossville Medical Oncology Total		SL				\$93,984	\$6,752	93%
Edward Kaplan, MD & Associates Total		SL				\$126,451	\$3,562	97%
Facey Medical Foundation Total		SL				\$95,095	\$2,115	98%
Great Falls Clinic Total		SL				\$44,087	\$3,562	93%
Gynecologic Oncology Associates, PA Total		SL				\$88,858	\$8,162	92%
Hannibal Clinic Operations, LLC Total		SL				\$47,419	\$6,499	88%
Hematology-Oncology Consultants, P.A. Total		SL				\$290,923	\$45,857	86%
Highlands Cancer Center Total		SL				\$17,088	\$0	100%
Iowa Cancer Care Total		SL				\$130,382	\$0	100%
Larry G. Strieff, MD Total		SL				\$20,506	\$0	100%
Little Rock Hematology Oncology Associates, P.A. Total		SL				\$541,690	\$33,464	94%
Mankato Clinic, Ltd Total		SL				\$51,948	\$0	100%
Medical Oncology Associates, P.S. Total		SL				\$221,888	\$0	100%
Melbourne Internal Medicine Associates Total		SL				\$24,265	\$0	100%
Midlands Regional Cancer Center, PC Total		SL				\$16,661	\$0	100%
Midwest Center For Hematology/Oncology, SC Total		SL				\$46,138	\$0	100%
New Mexico Cancer Care Associates Total		SL				\$120,897	\$0	100%
Oncology Hematology West, P.C. Total		SL				\$300,236	\$181,642	62%
Oncology-Hematology Specialists, PA Total		SL				\$60,662	\$0	100%
Palo Alto Medical Foundation Total		SL				\$294,852	\$9,943	97%
Piedmont Hematology-Oncology Associates, PLLC Total		SL				\$725,129	\$44,956	94%
Pronger Smith Medical Care Total		SL				\$263,155	\$0	100%
Sacramento Center for Hematology & Medical Oncology, Inc. Total		SL				\$294,341	\$25,380	92%
Springfield Clinic, LLP Total		SL				\$69,206	\$0	100%
The Medical Associates Clinic, P.C. Total		SL				\$35,885	\$423	99%
The Midsouth Cancer Center Total		SL				\$53,400	\$0	100%
Tri-State Medical Center Total		SL				\$36,312	\$0	100%
Valley Internal Medicine, Inc. P.S. Total		SL				\$158,918	\$32,650	83%
WVVA Health Care Alliance, P.C. Total		SL				\$40,584	\$4,972	89%
		<b>SL Total</b>				<b>\$6,416,542</b>	<b>\$550,769</b>	<b>92%</b>
		<b>USON Total</b>				<b>\$36,478,174</b>	<b>\$3,618,598</b>	<b>91%</b>